

Rehman Technology Services, Inc.

AGREEMENT REGARDING SERVICES

This agreement regarding services ("Agreement") is entered into as of the last signature date shown below between _____ ("Client"), and Rehman Technology Services, Inc., hereinafter referred to as RTSI, concerning certain services to be performed by RTSI for Client. Client and RTSI agree that the following terms and conditions will apply in connection with such services.

1. Engagement and Scope of Work.

Client hereby authorizes RTSI to provide the services described in Section 2 and RTSI hereby agrees to provide the services in accordance with the terms of this Agreement. The parties may amend or add to Section 2 at any time upon mutually written agreement, and either party may terminate this Agreement upon written notice at any time, provided, however, that any such termination shall not affect in any way Client's obligation to pay for Services rendered up to the date of such termination.

2. Description of Services.

RTSI will advise Client on issues relating to computer forensics and electronic discovery. RTSI is available to provide Client with assistance in identifying possible sources of relevant electronic data, provide technical advice in the preparation of discovery requests, offer guidance concerning the implementation of such requests, and participate in the deposition and witness interview process.

RTSI will perform and/or oversee the retrieval of backup tapes, hard drives, diskettes, and other computerized media, and may create and secure identical copies of such media. RTSI is available to go on-site to create copies of system files, and to conduct further reviews as needed.

In some instances it may be necessary for RTSI to convert data in order to create machine readable or hard copy printouts of files. RTSI will use the most cost-effective process available for reliable data conversion including the use of in-house equipment and the use of qualified data conversion contractors working under the direct supervision of RTSI personnel.

RTSI will maintain custody of the original computer images until all civil and/or criminal proceedings in the matter are resolved, at which time RTSI will destroy the electronic evidence. Client will keep RTSI apprised of the status of the case and will notify RTSI when the case has been concluded. RTSI will destroy any remaining electronic evidence after a period of one (1) year has elapsed from the date this agreement is executed. It is Client's responsibility to notify RTSI immediately before the one (1) year elapses if the case is still active. Evidence storage beyond one (1) year is subject to and contingent upon the payment of storage fees that will be assessed dependent on the physical volume of the evidence.

RTSI will examine all available evidence in the case, provide an analysis of its findings, and will be available to provide testimony in the matter.

3. Fees and Expenses.

All time expended in matters relating to this Agreement will be billed to Client. RTSI's fees are based primarily on the amount of time spent providing the Services. While RTSI may provide informal estimates of the amount of time necessary to perform the services enumerated in this Agreement, Client understands that the actual time may vary considerably due to unforeseen complications and that no two computer forensic examinations are the same. Client understands that any informal estimate is not a binding or all-inclusive dollar figure for the engagement.

RTSI computer forensic services are charged at **\$300** per hour. Trial testimony, depositions, or other sworn testimony will be billed at **\$450** per hour with a three hour minimum and must be paid for in advance. Client agrees to pay RTSI on such hourly basis for the Services. Client also agrees to pay all incidental expenses reasonably incurred by RTSI in connection with the Services, including without limitation messenger fees, travel expenses, shipping charges, disk or tape duplication, and cost of hard drives needed for the engagement. As evidence disposal typically takes place after the final billing has been submitted, one hour at the computer forensic services rate (\$300) will be added to the total billing for the engagement to cover evidence disposal. There is a three (3) hour minimum billing for work requiring us to leave our office. Work involving travel away from the Orlando or Tampa areas is billed at the above rates, subject to a \$2400 per calendar day minimum charge. Travel is billed at the computer forensics hourly rate (\$300). Air travel will be first class whenever available. Driving mileage is billed at \$0.60 per mile. Billing is done in quarter hour increments (i.e.: a 9 minute phone call is billed as 15 minutes). The cost of unique hardware (i.e.: a tape drive that RTSI does not presently own) or unique software will be charged to Client; RTSI will notify Client before any such purchases that exceed \$500 are made.

Where computer processes that do not require continuous oversight, such as searching for keywords, require exclusive use of one or more RTSI computers for three (3) or more hours, a Computer Time charge of \$25 per hour per computer will be assessed.

4. Payment.

RTSI requires a retainer in the amount of **\$5,000**. The retainer is non-refundable. The retainer shall be held by RTSI and applied toward billings for fees and expenses in connection with the Services, or, at RTSI's option, toward any unpaid fees or expenses in the event Client fails to comply with its payment obligations hereunder. A standard computer forensics examination of a single hard drive generally takes a minimum of 30 hours (\$9,000), with unique or difficult cases requiring more. RTSI will obtain Client's authorization prior to conducting any work that would result in exceeding a total billing of **\$12,000**. RTSI will bill Client weekly for all fees and expenses incurred in connection with the Services during the preceding billing period. All outstanding balances billed by RTSI to Client are due upon receipt. Payments are overdue if not received within thirty (30) days of Client's receipt of the invoice. Client will pay interest on any overdue payments at the rate of one and one half percent (1 1/2%) per month until all such amounts, including interest, are paid to RTSI in full. The interest amount will be calculated from the invoice date.

5. Third Parties.

Client shall be solely responsible for payment of all fees and expenses as described in Sections 3 and 4. In the event that Client has arranged for a third party to pay RTSI, RTSI will accept payment from such third party in place of a direct payment, but Client agrees that RTSI shall under no circumstances be obligated to recover any outstanding fees or expenses from third parties on Client's behalf. Client may not assign any of its duties or obligations under this Agreement without the express prior written consent of RTSI.

6. Work Product.

All work products developed by RTSI specifically for the Client in connection with the Services shall be deemed to be the property of Client. Client acknowledges and agrees that to the extent RTSI uses generalized or pre-existing work products (e.g., surveys or computer programs) in the course of performing the Services, RTSI shall retain all ownership and title in and to all such work products.

7. Confidentiality.

Unless otherwise required by law, Client and RTSI each expressly undertake to retain in confidence and to require their respective employees and contractors to retain in confidence all information, materials and know-how exchanged in connection with this Agreement and identified as being proprietary, privileged, and/or confidential or which, by the nature of the particular disclosure, ought in good faith to be treated as proprietary, privileged, and/or confidential ("Confidential Information"). RTSI and Client each further agree that they will make no use of such Confidential Information except as consistent with the terms and purpose of this Agreement or with the specific prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information on a need-to-know basis to its respective legal counsel, accountants, and financial advisors.

Client understands that if RTSI encounters evidence of a state or federal felony, RTSI is morally, ethically, and possibly legally required to report the evidence to law enforcement or other appropriate entity (i.e.: prosecutor, judge, etc.). In the event that this engagement is to provide services in a criminal defense, RTSI will provide the information to the criminal defense attorney; the information will not be reported to law enforcement by RTSI unless it is of a nature that would require the defense attorney to disclose it. Child Pornography is illegal to possess and will be reported to law enforcement.

8. Instructions from Attorneys.

In the case of any Services performed in connection with or anticipation of any legal action, Client agrees that RTSI shall take instructions with regard to the Services from Client's attorney and shall work through such attorney in performing all Services. In the event that Client is a law firm or attorney and has engaged RTSI to perform Services on behalf of a third party client, RTSI shall take instructions with regard to the Services from Client and shall work through Client in performing all such Services.

9. Warranty and Remedies.

RTSI warrants that it will perform the Services with professional thoroughness and competence. No other warranty or representation, whether express or implied, is created by this Agreement or in connection with the Services. RTSI's sole liability, and Client's sole remedy, in connection with this Agreement shall be limited to having RTSI bear the reasonable cost of redoing (or, at RTSI's option, having redone) any Services that do not meet the above warranty. Such remedy shall be available only in the event that Client reports in writing any breach of RTSI's warranty within sixty (60) days of such breach, and provides documentation of such breach. IN NO EVENT SHALL RTSI BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING IN CONNECTION WITH THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF RTSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES RESTRICT THE EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY IN ALL CASES.

Client warrants that client has legal access to all computers and media to be examined. Client agrees to indemnify and defend RTSI, its owners, and its employees and agents against any legal action arising from RTSI performing services enumerated in this Agreement.

10. Controlling Law; Venue; Arbitration.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration using a single arbitrator in Lake County, Florida and in accordance with the American Arbitration Association's rules of commercial arbitration (but not under AAA administration). Judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any party shall be entitled to apply to any court to pursue expedited relief as necessary in connection with this Agreement, for example regarding injunctive relief, unlawful detainer, or claims in bankruptcy. In the event legal action or arbitration is commenced by either party in connection with this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs, including expert witness' costs, expended by the prevailing party in connection with such action.

11. Notices

Any and all notices, invoices, requests, demands, and communications provided for by this Agreement shall be in writing and shall be effective when delivered in person, sent by facsimile with confirmation, sent via email with confirmation, or upon receipt via U.S. Mail postage prepaid, with return receipt requested, as follows:

To RTSI:

Rehman Technology Services, Inc.
Attn: D. Douglas Rehman, President
34646 Rust Rd.
Eustis, FL 32736
Fax: (352) 729-9043
rehman@electronicdiscovery.com

To Client:

Attn: _____

Phone: _____

Fax: _____

Email: _____

12. General.

This Agreement shall not be revised except by a written agreement executed by both Client and RTSI. This shall include such revisions as may be made via email or fax. Subject to the restrictions on assignment contained herein, this Agreement shall be binding upon Client's heirs, executors, administrators, other legal representatives, successors, and assigns.

If any provision of this Agreement is voided, unenforceable or not enforced, this Agreement shall be considered divisible as to such provision, and the remainder of this Agreement shall be valid and binding as if such provision were not included in it.

Failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any option, right, remedy, or power contained in this Agreement will not constitute a waiver or relinquishment thereof for the future.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated herein.

Rehman Technology Services, Inc.

D. Douglas Rehman
Printed Name

Printed Name

Signature

Signature

Date

Date