

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on ___ / ___ / ____, between SCWOA ("Consultant"), a CA corporation with its principal place of business located at PO Box 1195, Pacifica, CA, 94044 and Client ("Client"), a ____ corporation with its principal place of business located at _____ and shall be effective as of ___ / ___ / ____, (the "Effective Date").

RECITALS

WHEREAS, Consultant is engaged in the business of providing technical consulting services; and

WHEREAS, Client wishes to contract with Consultant to perform technical consulting services for Client;

NOW, THEREFORE, Consultant and Client agree as follows:

1. Scope of Services

Consultant will perform technical consulting services (the "Services") for Client in accordance with the scope of the Services and completion times as set forth in Exhibit A.

2. Price and Payment Terms

Client agrees to cooperate with Consultant's reasonable requests with respect to the scheduling and performance of the Services and to pay Consultant for the Services as set forth in Exhibit A.

3. Term and Termination

Unless terminated as provided herein, this Agreement shall extend to and terminate upon completion of the Services as provided herein. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Consultant for all of the Services performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least 21 days written notice of and the opportunity to cure the breach. Termination for breach shall not preclude the terminating party from exercising any other remedies for breach.

4. Ownership of Intellectual Property

Consultant shall retain any and all patent, copyright, and trade secret rights in anything it has created or developed (“Consultant Materials”). However, Consultant transfers, assigns, and conveys to Client the right to use any project deliverables, including the results of any activities performed under this Agreement and any reports or documents related to those activities, as long as they are used internally and are not sold or otherwise distributed to third parties other than Client, Client’s agents or vendors, or Client’s subsidiaries or affiliates.

5. Confidential Information

A. Definition. “Confidential Information” shall mean any information identified by one party as Confidential and/or Proprietary, including, but not limited to, information relating to business practices, strategies and technologies and information of third parties that the party claiming Confidentiality has an obligation to keep confidential; *provided* that Confidential Information shall not include information that: (i) was publicly known or made generally available in the public domain prior to the time of disclosure to the other party hereto; (ii) became publicly known and was made generally available after disclosure to through no action or inaction of the other party hereto; (iii) was in the possession of the other party hereto, or any of its affiliates, at the time of disclosure as shown by such other party’s, or its affiliate’s, files and records immediately prior to the time of disclosure; (iv) was independently developed by the other party hereto, or an affiliate of such other party, without use of or reference to the other party hereto Confidential Information, as shown by documents and other competent evidence in the other party’s, or its affiliate’s, possession; or (v) is required to be disclosed by a court or government agency, if and only if notice and an opportunity to obtain a protective order are given to the Disclosing Party prior to disclosing Confidential Information pursuant to this subsection (v).

B. Client Confidential Information. Consultant agrees that it will not use or disclose to any third party any Confidential Information belonging to Client (“Client Confidential Information”) either during or after the term of this Agreement, except to the extent that such disclosure or use is reasonably necessary to the performance of the Services. Consultant will return or securely destroy or delete from its systems any Client Confidential Information to Client after the term of this Agreement.

C. Consultant Confidential Information. Client agrees that it will not use or disclose to any third party any Confidential Information belonging to Consultant (“Consultant Confidential Information”) either during or after the term of this Agreement, except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement. Client will return or securely destroy or delete from its systems any Consultant Confidential Information to Consultant after the term of this Agreement.

6. Representations, Warranties, and Covenants

A. Client Representations and Warranties. Client represents and warrants that (i) it owns and controls, directly or indirectly, all of the Client Facilities that will be accessed to provide the Services, or that all such Facilities are provided for Client’s use by a third party, (ii)

it has authorized Consultant to access such Facilities to perform the Services, (iii) it has full power and authority to engage and direct Consultant to access Client Facilities and to conduct the Services, and, (iv) except as has been obtained previously, no consent, approval, authorization or other notice to a third party (including but not limited to employees, contractors, sub-contractors, and other entities with access to Client's Facilities) are required in connection with the performance by Consultant of the Services.

B. Non-Disclosure. Client acknowledges that it may, in its sole discretion, determine whether to inform its employees, affiliates, contractors, sub-contractors, and other entities with access to Client's Facilities that Consultant will be conducting the Services. Client understands and agrees that by not informing all relevant persons, such persons may spend time and money on behalf of Client in detecting, blocking, investigating or responding to activities of Consultant. Client agrees that Consultant shall not be liable for any of these costs incurred by the Client's non-disclosure, and further agrees to reimburse Consultant for any damage to its equipment caused by the actions of Client's employees, affiliates, contractors, sub-contractors, and other entities arising from Client's non-disclosure.

C. Cooperation; Client Tasks. Client acknowledges that Consultant's timely provision of the Services is dependent on Client providing Consultant with access to Client's Facilities, equipment, systems, employees and/or information, Client obtaining necessary third party consents, Client properly maintaining its computer hardware, software and network infrastructure, and/or providing Consultant with such other assistance as reasonably requested (collectively, "Cooperation").

D. Breach & Indemnification. Client acknowledges and agrees that the accuracy of the covenants and representations contained in this section is essential to the provision of Services, that any failure of any of these covenants and representations constitutes a material breach of this Agreement, and further covenants that the veracity of this Section 6 shall remain throughout the term of this Agreement. Client shall indemnify and hold Consultant, its directors, officers, shareholders, agents, employees, advisors, contractors, and affiliates harmless from any and all third-party claims of any kind whatsoever arising from the breach, falsity, inaccuracy or material misstatement of or material omission in any of the representations and covenants contained in this Section 6, including but not limited to claims based for personal injury, property damage and invasion of privacy.

E. Authorization under Laws. Client hereby agrees that the Services provided under this Agreement shall be deemed authorized for purposes of the Computer Fraud and Abuse Act, 18 U.S.C. §1030 et seq., the Electronic Communications Privacy Act, 18 U.S.C. §2701 et seq., and all other applicable International, Federal and state laws, rules and regulations that relate to, regulate, or impact the subject matter of this Agreement, each as may be amended from time to time ("Applicable Laws"). Client hereby agrees that Consultant shall be deemed the agent of Client for purposes of 18 U.S.C. §2511(2)(a)(i), and Client represents that Consultant is retained to provide the Services for the protection of Client's rights and property.

7. Warranty and Disclaimers

Consultant warrants that the Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

8. Limitation of Remedies

Client's sole and exclusive remedy for any claim against Consultant with respect to the quality of the Services shall be the correction by Consultant of any material defects or deficiencies therein, of which Client notifies Consultant in writing within ninety (90) days after the completion of that portion of the Services. In the absence of any such notice, the Services shall be deemed satisfactory to and accepted by Client.

9. Limitation of Liability

In no event shall Consultant be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Services, whether in contract, tort, or otherwise, even if Client has been advised of the possibility of such loss or damages. Client further agrees that the total liability of Consultant for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Consultant, whether in contract, tort or otherwise, shall not exceed an amount equal to the amount actually paid by Client to Consultant for the Services during the twelve (12) month period preceding the date the claim arises. Client shall indemnify and hold Consultant harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Consultant therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

10. Relation of Parties

The performance by Consultant of its duties and obligations under this Agreement shall be that of an independent contractor, and nothing herein shall create or imply an agency relationship between Consultant and Client, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties.

11. Miscellaneous Provisions

A. Subcontracting. Consultant agrees to notify client in writing if it intends to subcontract any part of the Services to an independent contractor. Except as provided herein, neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

B. Arbitration. Any controversy or claim arising out of or relating to the Agreement shall be determined by arbitration at a neutral location within the United States convenient to both parties before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

C. Governing Law. The Parties agree that the Agreement shall be governed by the laws of the state of California without regard to its conflict of law provisions.

D. Attorneys' Fees. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

E. Trademarks. Client will not have any rights to use Consultant's trademarks, service marks, or logos.

F. Severability. If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

G. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay is caused by events or circumstances beyond the delayed party's reasonable control.

H. Waiver. The waiver by any party of any breach of covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. This Agreement shall control over any conflicting provisions of any other document. This Agreement may be amended or changed only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Consultant SCWOA

Client

By: _____

By: _____

Title: President

Title: President

EXHIBIT A: STATEMENT OF WORK

PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Project Background

General network and computer security consulting.

2.0 Price and Payment

Consultant is being hired on an hourly basis to perform the Services and provide the Deliverables according to this Statement of Work. This Statement of Work is subject to a nonbinding estimate of total labor costs to complete the Services. Client accepts that a stable scope of work is critical to achieving the price estimates. Consultant will maintain daily records of hours and tasks performed, which will be submitted to Client upon request. All work schedules will be considered reasonably accurate estimates, subject to revision.

2.1 Invoices

Services will be invoiced monthly.

2.2 Payment

Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and Consultant reserves the right to stop providing the Services without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

3.0 Expenses

Prices quoted for the Services do not include reasonable and necessary cost of travel and lodging and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone charges, and similar charges. Client will reimburse Consultant for all such expenses. Consultant will not incur any charges for non-local travel without obtaining Client's prior approval for such travel.