



Consulting Agreement

This Consulting Agreement ("Agreement") is made between Command Prompt, Inc. ("Command Prompt") and _____ ("Client") for the mutual benefits of both. This Agreement is effective as of the date of Client's signature below ("Effective Date").

Client hereby engages Command Prompt and Command Prompt agrees to provide Client certain consulting services ("Services") as follows:

General Consulting

Optional Services

On-going Support Contract

At its option, Client may engage Command Prompt in servicing its database under the terms and conditions specified herein ("On-going Support Contract"). On-going Service Contracts shall be for a term of at least one year and may be renewed annually.

Emergency Services

At its option, Client may engage Command Prompt in the performance of emergency services ("Emergency Services") beyond the scope of the Services. For the purposes of this Agreement, Emergency Services means any service for which a Command Prompt technician must immediately stop his or her current work in order to perform. Client must request Emergency Services in writing or via documented method such as e-mail or voice-mail.

Additional Consulting Projects

At its option, Client may engage Command Prompt in additional consulting and/or programming projects ("Additional Consulting Projects") beyond the scope of the Services under the terms and conditions herein. An Additional Consulting Project includes any service call, regardless of size, that is not covered under this Agreement or an On-going Service Contract.



Onsite Consulting

Customer shall be charged 2500.00 per day that the Consultant is On Site. On Site charges are predetermined and non-refundable once the Consultant has boarded the plane.

Customer shall be charged a Full Flex round trip fare. Full Flex fares are fully refundable allowing Customer flexibility in the case of an unscheduled cancellation of services.

Customer shall be charged for a single mid-size car for the entirety of the trip. Customer shall reimburse for any and all secondary charges in regards to the rental including taxes, insurance and gasoline.

Customer shall be charged for all reasonable meal fees.

Customer shall be charged for all lodging. Lodging will be acquired from a mid-tier business Hotel. Examples include, Embassy Suites, Hilton and other hotels catering to the business client.

Payment and compensation

Client agrees to pay Command Prompt according to the terms and conditions set forth in this entire agreement:

Payment for Consulting Services

Command Prompt will provide Client with cost estimates for the Services, included in Exhibit 1 ("Estimates"), which is attached and is incorporated into this Agreement. The Estimates consists of a time and materials estimate. Client agrees to pay for Command Prompt's Services under this Agreement as follows:

For services other then **On-going Support Contract:**

If the estimate for services is less than 10,000 USD then 100% of the amount must be received before any work is to begin. Any credits due from the amount paid will be refunded within 120 days of termination of this agreement.

If the estimate for services is greater than 10,000 USD then 50% of the amount must be received before any work is to begin.



On-going Support Contract

Prepaid yearly per amounts defined in Exhibit III.

Payment for Optional Services

Client agrees to pay Command Prompt for any Additional Consulting Projects and/or Emergency Services according to terms and conditions specified in the Standard Consulting Pricing Sheet attached hereto as Exhibit II and incorporated herein by this reference. Command Prompt reserves the right to change any term of the Standard Consulting Pricing Sheet upon ninety (90) days written notice to Client of such change.

TERMS AND TERMINATION

Termination

Either Client or Command Prompt may terminate this Agreement by giving the other no less than thirty (30) days advance written notice of termination.

Immediate Termination

Command Prompt may terminate this Agreement immediately, in whole or in part, for Client's material default, material breach, insolvency, bankruptcy, inability to pay debts, or similar financial circumstances, provided that Client has been first afforded the opportunity to cure any breach within ten (10) days after receipt of written notice of such breach from Command Prompt. Client may terminate this Agreement in the event Command Prompt remains in material breach of any of the terms or conditions set forth herein, provided that Command Prompt has been first afforded the opportunity to cure any breach within ten (10) days after receipt of written notice of such breach from Client. If breach not cured within the specified 10-day period, any pre-paid fees shall be credited back to Client on a pro-rata basis based on the remaining term of any pre-paid product or service.

Events Following Termination

Upon termination:

(a) Command Prompt shall invoice the Client for any amounts due and payable for Services rendered to Client prior to the effective date of termination and Client shall pay such invoice within ten (10) days of Client's receipt thereof. Upon payment of such invoice, Command Prompt shall deliver to Client all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other as a result of the performance of the Services hereunder; and

(b) Command Prompt shall immediately return Client's documents received under this Agreement. The return of such information shall not release Command Prompt from its obligations to keep such documents confidential under the "Confidentiality" section of this Agreement, below.



MISCELLANEOUS

Confidentiality

Each party ("the Receiving Party") will keep confidential for ten (10) years from the Effective Date of this Agreement any information, knowledge and data of the other company (the "Disclosing Party") which the Receiving Party may receive or develop relating to the business activities, processes, methods, machines, manufactures, compositions, inventions, discoveries, and other matters which are of a secret or confidential nature relating to Disclosing Party's business (hereinafter "Confidential Information"). The Receiving Party agrees to keep confidential any and all information concerning the Disclosing Party's business, and any and all knowledge, property or data which is made available to it by the Disclosing Party. The Receiving Party agrees that it will not at any time disclose the same to others without the prior written approval of the Disclosing Party.

The parties agree that the following Confidential Information shall not be restricted from disclosure by the Receiving Party under the following circumstances:

(a) is or becomes publicly known through no act in breach of this Agreement by the Receiving Party; or

(b) is or has been received from a third party by the Receiving Party without restriction and without breach of this Agreement; or

(c) is approved for release by written authorization of the Disclosing Party; or

(d) was independently developed by the Receiving Party before receipt of the Confidential Information as evidenced by written evidence; or

(e) is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency provided the Disclosing Party receives adequate notice to allow it to request a protective order and the Receiving Party reasonably cooperates with the Disclosing Party's efforts to receive a protective order.

(f) Any information, documentation or other materials, that are disclosed to Client during the consulting sessions/training sessions shall not be consider Confidential Information under the respective section of the Consulting Agreement.

Reports

Command Prompt agrees, as deemed appropriate or as requested by Client, to submit, from time to time, such written or oral reports, programs, conclusions, recommendations, or other material with respect to Command Prompt's performance of Services, work plans, progress or results relating to Services under this Agreement, and shall comply with all reasonable accounting and/or operating instructions which Client may give Command Prompt in connection with costs, expenses, financial statements, and billings rendered under this Agreement.



Ownership/License

Subject to timely payment to Command Prompt of all proper amounts invoiced, Command Prompt hereby irrevocably assigns to Client and shall assign to Client complete and exclusive title and ownership of all work product resulting from Services performed by Command Prompt under this Agreement, which shall not include Client's products, work product, or Confidential Information (the "Command Prompt Work Product") and any intellectual property created under this Agreement relating thereto (the "Intellectual Property Rights"). Client grants to Command Prompt a transferable, non-exclusive, worldwide, fully-paid up, perpetual, irrevocable, sublicensable, royalty-free, license to use, exploit, copy, reproduce, distribute, export, publicly display, publicly perform, sublicense, modify, improve, enhance and make derivative works of the Command Prompt Work Product with the right to sublicense, provided, that such Command Prompt Work Product does not include any Confidential Information of Client.

Taxes

Command Prompt shall be solely responsible for payment of any taxes or other governmental charges attributed to compensation paid by Client to Command Prompt for Services provided under this Agreement.

Amendment and Waiver

Any waiver, amendment or modification of this Agreement shall not be effective unless made in writing and signed by the party against whom enforcement is sought. No failure or delay by either party in exercising any right under this contract shall operate as a waiver in the future.

Notice

All notices required or permitted hereunder shall be given in writing and sent postage prepaid by first class certified or registered mail, or sent by a nationally recognized express courier service, or hand delivered.

Entire Agreement

This Agreement is the entire contract between the parties. This Agreement supercedes all communications, representations, or agreements, either verbal or written, between the parties at any time.

Severability

If any provisions of this Agreement are deemed to be invalid, the remaining provisions will still be in force, and the invalid provisions shall be construed or modified to give full effect to the intent of the parties.



WARRANTY DISCLAIMER

Command Prompt represents and warrants that the Services shall be performed in a professional and workmanlike manner, conforming to generally accepted industry practices. Command Prompt warrants and represents that to its knowledge the Services and any other information or deliverables provided to Client under this Agreement will not infringe or misappropriate any third party's rights, including any intellectual property rights and/or trademark rights (hereinafter "Third-Party Rights"), through Client's use, manufacture, sale, marketing, reselling and other distribution by Client.

EXCEPT AS EXPLICITLY SET FORTH HEREIN, COMMAND PROMPT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SERVICES PERFORMED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, ACCURACY, QUALITY, PERFORMANCE, VALIDITY AND NON-INFRINGEMENT. IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE.

INDEMNIFICATION

Command Prompt shall indemnify and hold harmless Client, its associates, and/or its customers against any and all claims for injury, loss or damage alleged or brought against Client - including all directors, officers, employees and agents of Client and all affiliates of Client and their respective directors, officers, employees and agents - by any third parties and against all expenses incurred in connection therewith, including without limitation reasonable legal fees and expenses, in respect of any loss or damage caused by Command Prompt's breach of the representation made to client regarding Third Party Right's asserted against Client under the "Warranty Disclaimer" section above.

LIMITATION ON LIABILITY

EXCEPT AS OTHERWISE PROVIDED, THE LIABILITY OF EITHER PARTY AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THIS AGREEMENT SHALL NOT BE GREATER THAN THE ACTUAL AMOUNT UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE PRODUCTS, COST OF CAPITAL, OR FOR ANY OTHER REASON WHATSOEVER.

"THE LIABILITY OF EITHER PARTY AND THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, INCLUDING DAMAGES ARISING PURSUANT TO INDEMNIFICATION LIABILITIES, WITH RESPECT TO THIS AGREEMENT SHALL NOT BE GREATER THAN THE ACTUAL AMOUNT UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE PRODUCTS, COST OF CAPITAL, OR FOR ANY OTHER REASON WHATSOEVER."



ATTORNEY FEES

If any legal action or proceeding, including any arbitration of disputes or any appeal thereof, arising out of or relating to this Agreement, is brought by either party, the prevailing party as determined by the court or arbitrator shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys fees, costs and expenses incurred in the action or proceeding by the prevailing party.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of California, excluding conflict of laws provisions.

Client Name:

Authorized Representative

Signature

Title

Date

Command Prompt, Inc.:

Authorized Representative

Signature

Date



Exhibit I

Services Estimates

The following are only estimates of the cost of the Services for the purpose of determining incremental payments due as set forth in this agreement. Actual time spent on the Services may or may not exceed the amount below, and actual time will be billed.

QTY	Description	Estimates
(1)	General Consulting	175.00
	Subtotal first payment:	175.00



Exhibit II

Standard Consulting Pricing Sheet

Command Prompt's standard operating hours are 8:00 AM to 5:00 PM PST, Monday through Friday. Customers may request a 7:00 AM appointment during the days of Monday through Friday without additional cost. Established customers are billed in 15 minute increments. New customers are billed a minimum of one hour for their first incident and 15 minute increments thereafter. All times listed are Pacific Standard.

Customer Discounted rate:

Monday through Friday

7:00 AM to 5:00 PM 175.00/hour

Standard Rates:

Monday through Friday

7:00 AM to 5:00 PM 175.00/hour

All billed hours that accrue at the below time durations have a minimum billable amount of 1 hour.

5:01 PM to 11:59: PM 225.00/hour
12:00 AM to 6:59 AM 300.00/hour

Extended Rates:

Saturday through Sunday

7:00 AM to 5:00 PM 225.00/hour
5:01 PM to 6:59: AM 300.00/hour

Any Federally Observed Holiday (Excluding Christmas)

7:00 AM to 5:00 PM 225.00/hour
5:01 PM to 11:59: PM 300.00/hour
12:00 AM to 6:59 AM 450.00/hour

Christmas Eve and Christmas

7:00AM to 7:00 AM 480.00/hour

Emergency Rates

Emergency rates are applied when a customer (new or existing) requests immediate service. Immediate service is defined as: A technician must immediately stop their current work to service the request. Emergency service rates are calculated at (rate * 1.5) for standard rates and (rate * 2) for extended rates. Command Prompt will always make a reasonable efforts response to any service request. If you feel that your request can wait one or two hours you can potentially avoid the emergency rate.

Invoices

Command Prompt invoices via Fax or Email only. Please provide a correct fax number or email to billing@commandprompt.com or other authorized Command Prompt representative.

Unless otherwise specified in writing, invoices are due on receipt of invoice. There will be a interest charge of 18% per annum on all outstanding balances over 30 days.



Payment

Payments for On-going Support Contracts, Additional Consulting Projects, and Emergency Services must be made upon receipt of invoice by Command Prompt.

Command Prompt currently accepts the following forms of payment:

Visa/Mastercard
Check
E-Check

Check

Payments are to be made to:

Command Prompt, Inc.
176 E Jewett BLVD
POB 50 PMB 161
White Salmon Washington
98672-0050

You may also fax a copy of the check to : +1 503 210 0334 . Command Prompt does not require a physical check for processing.

Visa/Mastercard

Payments must be preceded with an email to billing@commandprompt.com requesting the charge be made to the credit card. The request must include:

The amount to be charged.
The last 4 digits of the card number.
DO NOT SEND CC NUMBERS VIA EMAIL.

E-Check

Payments in the near future will be allowed via E-Check. E-Check will become the preferred method of payment for Command Prompt, Inc. When authorizing an E-Check payment please send an email to payments@commandprompt.com with the following information:

Issuing Bank
Amount to be deducted
Last 3 digits of the checking account number.
The check number to use.
DO NOT SEND FULL CHECKING ACCOUNT NUMBERS IN EMAIL



Command Prompt, Inc.
The PostgreSQL Company.