

General Consulting Service Agreement

Terms & Conditions

1. Definitions.

As used in the Agreement, the following terms will be defined as follows:

1.1. "Covered Services" means general consulting to include but not limited to business, marketing and general management services provided by Consultant during the period of the Agreement as laid out in your Statement of Work.

1.2. "Additional Services" means general consulting to include but not limited to business, marketing and general management services provided by Consultant.

1.2.1. That are outside the scope of and not included within any Covered Services or Project Services (as defined below)

1.2.2. To respond to and/or remedy problems determined by Consultant to have been caused by Client's failure to comply with its obligations under the Agreement, including, without limitation, those obligations specified in Section 3.1 below.

1.2.3. Client agrees to pay for Additional Services in accordance with the Company's standard terms and pricing.

1.3. "Special Project" means general consulting to include but not limited to business, marketing and general management services provided by Consultant that are outside the scope of and not included within any Covered Services.

1.4. "Services" means, collectively or individually, one or more Covered Services, Additional Services, and Special Projects.

1.5. "Statement of Work" means a document provided by Consultant that describes specific services to be provided to Client, as well as the associated fees, project schedule, and any work product the parties anticipate will result from such Services. Each Statement of Work will incorporate, and is subject to, this Agreement.

1.6. "Written Consent" means either printed or electronic communication, able to be produced by the receiving party on demand, which authorizes specific actions or changes, but which does not constitute an amendment to the Agreement.

2. Consultant's Responsibilities.

2.1. Provision of the Services. Upon acceptance of this Agreement and Statement of Work by both parties and in consideration of and subject to Client's compliance with its obligations under this Agreement, Consultant agrees to provide the Services described in Statement of Work.

2.2. Protection of Client Data. Consultant will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client data.

2.3. Right to Make Changes. Consultant reserves the right to change the Covered Services or other professional services it offers to its customers generally and the related rates at any time. Any such changes, however, will not apply to any Statements of Work signed by the parties before the date Consultant releases such changes.

3. Client's Responsibilities.

3.1. Client's Obligations with Respect to the Services. Client acknowledges and agrees that Consultant's pricing for the Covered Services and its willingness to offer such Services in the packages described in Statement of Work are based upon and subject to Client's performance of its obligations under this Agreement. Accordingly, Client hereby agrees that it shall comply with all of the following:

3.1.1. Pay all fees due and payable under the Agreement in compliance with the schedule set forth in the Payment Terms in Section 5.1 and its Subsections.

3.1.2. Provide full and timely access to Client's facilities, network, equipment and hardware, software applications, and environment, as required for the completion of any Statement of Works.

3.1.3. Comply in a timely manner with all reasonable requests and recommendations made by Consultant in the course of providing Services under this Agreement.

3.1.4. Ensure that all communications with Consultant are timely and are directed only to the appropriate point of contact, made available by Consultant.

3.2. Failure to Comply. In addition to other remedies available at law or in equity, if Client fails to comply with its obligations listed in Section 3.1 above, any Services which Consultant provides in response to, or to remedy problems caused by, such failure will be treated as Excluded Services and charged on a time and materials basis.

4. Changes to Covered Services.

4.1. Addition of Services. At any time during the term of this Agreement, Client will have the right to ask that Consultant provide the Covered Services specified in Statement of Work or Statement of Work.

4.2. Upgrade of Covered Services. At any time during the term of the Agreement, Client will have the right to upgrade the Covered Services purchased under the Agreement to a higher level of Covered Services.

5. Invoicing and Payment.

5.1. Price and Payment Term. Fees will be based on the approved Statement(s) of Work plus applicable sales taxes, invoiced to client on a recurring monthly basis on either the first or fifteenth of each month. Client will also pay the fees set forth in any Statements of Work signed by the parties, and invoices issued by Consultant for Excluded Services and Projects.

5.2. Payment. All payments of Covered Services under this Agreement must be paid in U.S. currency. Recurring payments for Covered Services will be charged automatically, on a recurring monthly basis, to Client's credit card on file, subject to the terms of the accompanying Credit Card Authorization Form.

5.3. Billing Disputes. If Client believes that it has been charged in error, Client must notify Consultant in writing within thirty (30) days after receipt of the invoice from Consultant. Any billing disputes must be in writing and include a detailed statement describing the nature and amount of the disputed charge(s), the reason(s) why a credit or refund is being requested, and sent via certified or overnight mail, return receipt requested, to the attention of:

Billing and Accounts Receivable
Polymath Principal Partners, LP
1765 Greensboro Station Place
McLean, VA 22102

6. Term and Termination.

Term. This Agreement will commence on the Effective Date indicated on the Statement(s) of Work if not otherwise indicated, this agreement will remain in effect for twelve (12) months upon signing (the "Initial Term"), unless earlier terminated as provided in this Section 6. Following the Initial Term, the Agreement will continue in effect for successive twelve (12) month periods (the "Renewal Term" and, together with the Initial Term, the "Term") unless either party provides written notice to the other party of its intent not to renew the Agreement thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term.

6.1. Termination by Client for Convenience. Except as otherwise agreed by the parties in writing and set forth in an Agreement amendment or Statement of Work, Client may terminate the Agreement or Statement of Work at any time upon thirty (30) days advance written notice to Consultant without penalty.

6.2. Termination for Material Breach. Either party may terminate the Agreement or a Statement of Work upon written notice is the other party materially breaches the Agreement of applicable Statement of Work and fails to cure such material breach within thirty (30) days from receipt of written notice specifying the alleged breach in detail.

6.3. Termination due to Bankruptcy. In the event Client cannot fulfill its obligations under the Agreement, including, without limitation, those obligations in Section 5 due to bankruptcy, Client agrees to file Consultant as a Critical Vendor for priority payment of claims in bankruptcy proceedings.

6.4. Handling of Confidential Information upon Termination. At Client's written request, within thirty (30) days of termination of the Agreement for any reason, provided that Client is not in breach of the Agreement, Consultant will make available to Client all Client Property and other documentation, files or other tangible items that include the Confidential Information of Client then in Consultant's possession, including any documentation, information, or system passwords held in escrow.

7. Ownership and Intellectual Property.

7.1. Consultant Property. Consultant reserves all rights not expressly granted under the Agreement. Without limiting the generality of the preceding sentence, all ideas, methodologies, inventions, concepts, know-how, techniques, trade secrets, or other intellectual property conceived, developed, or provided by Consultant, or used by Consultant to provide Services ("Consultant Property"), as well as the products, materials (including training materials), information, ideas, concepts, routines, know-how, techniques, tools, templates, models, software, libraries, procedures, documentation, technology, interfaces, databases, graphics, components, reports, processes, best practices, and methodologies owned or licensed by

or developed, or developed on behalf of Consultant or its suppliers (“Consultant Intellectual Property”), are and will remain the sole and exclusive property of Consultant and/or its suppliers, except that to the extent that such materials incorporate Client’s Confidential Information, Client will retain all right, title, and interest in and to such Confidential Information.

7.2. Client Property. Any tangible and intangible materials in any form (e.g., hardware, computers, software, documentation) furnished by Client and/or accessed by Consultant for use in providing the Services remain the property of Client (“Client Property”) or its vendors. Consultant will return all Client Property upon Client’s request or termination of this Agreement, provided Client is current with all fees due and payable under the Agreement. Client will be responsible for any arrangements and costs associated with the return of Client Property from Consultant to Client, including, without limitation, the storage, shipment, transport, or transmittal of such.

7.3. Work Product. Unless otherwise specified in the Agreement or Statement of Work, right, title, and interest to the Work Product will belong to Client upon full payment of all fees due and payable under the applicable Agreement or Statement of Work.

7.4. Use of Consultant Property. In the performance or provision of any Services under any Agreement or Statement of Work, from time to time Client may use Consultant Property or Consultant Intellectual Property. Client agrees that Consultant or its suppliers shall retain all right, title, and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to all Consultant Intellectual Property and Consultant Property, and that no Consultant Intellectual Property shall be deemed a Work Product. Nothing in this Agreement shall preclude Consultant from acquiring, developing, using, enhancing, or marketing services or materials that are similar or related to any Work Product prepared for Client.

7.5. Use of Client Property. Subject to the terms and conditions of this Agreement, Client hereby grants Consultant an irrevocable, non-exclusive, fully-paid right and license to use any Client Property for the purpose of providing Services during the Term of this Agreement. Consultant may also retain or modify Client Intellectual Property such as documentation or passwords for the purpose of providing Services; such Property will be held in escrow and be released by Consultant by Consultant’s decision or under the provisions of Section 6.4. Same shall apply to any additional Agreements or Statements of Work.

8. Confidential Information.

8.1. Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Client’s Confidential Information includes Client’s Data; Consultant’s Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and any other Agreements or Statements of Work (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Consultant's Responsibilities regarding Confidential Information.

Consultant will:

8.2.1. Keep in confidence information, data, files, records or traffic relating to the business and affairs of Client and Client's customers and personnel,

8.2.2. Not use, access, peruse, copy or transfer any such information, data, files, records or traffic except as is specifically necessary to the performance of Consultant's Work,

8.2.3. Not disclose any such information, data, files, records or traffic to any third parties for any reason whatsoever except with Client's prior written consent or as required by law.

8.3. Client's Responsibilities regarding Confidential Information. All information relating to Consultant shall be held in confidence by Client and shall not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

8.4. Independent Development. Information that is independently developed by the parties lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation,

8.5. Term of Confidentiality. These obligations of confidentiality will remain in effect for the entire Term of the Agreement or current Scope of Work and extend for a period of thirty-six (36) months after the termination of the Agreement or Scope of Work, but shall not apply to information that is independently developed by parties, lawfully becomes a part of public domain, or of which the parties gained knowledge or possession.

9. Limitation of Liability.

9.1. Parties' Liability. In no event shall either party be liable to the other for any loss of profit or revenue, or for any other consequential, incidental, indirect or economic damages incurred or suffered arising as a result of or related to the obligations under this Agreement, Consultant's Work or termination thereof, whether in contract, tort, or otherwise, even if the parties have advised of the possibility of such loss or damages.

9.2. Client Data. Consultant shall not be responsible for the backup of Client data, unless agreed upon before in writing and appearing as a line item on this Agreement. In such case where data or programs are lost or damaged as a result of Consultant's failure to backup data where agreed upon, Consultant's liability for any losses, consequential or otherwise, associated with such failure, shall be limited to the itemized price of the backup Service.

9.3. Term of Liability. Client 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 Consultant's Work during the one (1) year period preceding the date the claim arises.

9.4. Indemnification. Client shall indemnify and hold Consultant harmless against any claims or suits brought against Consultant by third parties, including all costs, expenses and attorney's' fees incurred by Consultant therein, arising out of or in conjunction with Client's actions, business or Client's performance under or breach of this Agreement. In addition to the indemnity set forth above, in the event a claim as described above is made against Consultant, at Consultant's election and notice to Client, Client shall defend such claim on Consultant's behalf. Consultant shall not be liable to Client for any damages caused in whole or part by Client's actions, inactions and/or failure to implement or follow Consultant's advice.

10. General Provisions.

10.1. Assignment. Consultant may assign or delegate any of its rights or obligations under the Agreement to its affiliate partners, including Polymath Principal Partners, LP without the prior written consent of the Client.

10.2. Inurement. 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.

10.3. Disputes. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

10.4. Attorney's 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.

10.5. Enforceability. If any provision of this Agreement is found to be unenforceable, the remainder will be enforced as fully as possible and the unenforceable provision will be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed in the Agreement.

10.6. Acts of God. Neither party shall be held responsible for any delay nor 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 to include, but not limited to, delays caused by severe or inclement weather.

10.7. 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.

10.8. 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.

10.9. Method of Notice. All notices, demands or other communications by either party to the other shall be in writing and shall be effective upon delivery of electronic mail, facsimile or personal delivery or if sent by mail seventy-two (72) hours after deposited in the United States mail, first class postage, prepaid, Registered or Certified, and all such notices given by mail shall be sent and addressed as follows until such time as another address is given by notice pursuant to this provision.

10.10. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

10.11. Relationship between the 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.

Accepted by

Client Name _____

By _____

Signature _____

Date _____

Polymath Principal Partners

By _____

Signature _____

Date _____