

MASTER TECHNICAL CONSULTING AGREEMENT

THIS MASTER TECHNICAL CONSULTING AGREEMENT (the "Agreement"), made as of May 9, 2005, is entered into by Kon Ameri Tech Services Inc. ~~with a Delaware~~ corporation with a place of business at 37 Station Drive, Suite 1E, Princeton Junction, NJ 08850 (the "Company"), and Altech Star Inc., Fed Id number 26-0007961 an Illinois corporation with a place of business at 5 Independence Way, Suite 300, Princeton, NJ 08540 (the "Consultant").

+ Georgien
Fly

The Company desires to retain the services of the Consultant and the Consultant desires to perform certain services for the Company. In consideration of the mutual covenants and promises in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Consultant agrees to perform certain services as mutually agreed upon from time to time, as specified on a Statement of Work attached as an Exhibit A to this Agreement. Each Statement of Work attached as an Exhibit A hereto, when executed by an authorized representative of both parties, shall constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such Statement of Work, each such Statement of Work shall incorporate therein all of the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of such Statement of Work shall govern.

2. Term. This Agreement shall commence on the date hereof and shall continue for two (2) years from such date (such period, as it may be extended, is referred to as the "Consulting Period"), unless earlier terminated in accordance with the provisions of Section 4. After the initial two-year term expires, this Agreement will renew automatically for additional one-year periods unless earlier terminated by either party in accordance with the provisions of Section 4.

3. Compensation.

(a) Services and Expenses. The Company shall pay to the Consultant consulting fees for each project as set forth in the applicable Statement of Work for such project, plus any reasonable and customary out-of-pocket expenses which have been approved in advance by the Company's Director on the project. Consultant agrees to invoice the Company every 15 days. Company agrees to pay Consultant for the services provided according to the billable hourly / daily rate specified in the Statement of Work attached as Exhibit A. All payments will be made within 30 days of the date of invoice.

(b) No Benefits. Neither the Consultant nor any employees or agents of the Consultant shall be entitled to any benefits, coverages or privileges, including, without limitation, social security, unemployment, medical or pension payments or stock options, made available to employees of the Company.

(c) Approval of Time Sheets and Invoices: All Consultant invoices will be accompanied by time sheets signed by the Company manager or electronically approved by the Company manager immediately managing the day to day activities of the Consultant employee. Signature of the time sheet shall be considered acceptance of the work performed by the Consultant and agreement to pay the charges associated with that time sheet. If the Company manager refuses to sign the time sheet they must attach a note explaining their reasons for not signing. If the

manager does not sign and no explanation is given within fifteen days of from the timesheet week, then the invoice raised shall be considered due and immediately payable.

(d) Interest on Late Payments: Any undisputed invoices for which the payment becomes delayed more than 45 days will be charged interest monthly at an annualized rate of the federal prime lending rate on the last day of the current month plus 3%.

4. Termination.

(a) Either party may, upon any material breach by the other party of its obligations under this Agreement or any applicable Statement of Work, terminate the Consulting Period upon thirty (30) calendar days' prior written notice to the other party, without prejudice to any right or remedy it may have with respect to such breach. Notwithstanding anything to the contrary, the Company may terminate a Statement of Work for any reason upon fifteen (15) calendar days' prior written notice to the Consultant. In the event of any such termination, the Consultant shall be entitled to payment for services performed prior to the effective date of termination. Such payments shall constitute full settlement of any and all claims of the Consultant of every description against the Company.

(b) Prior to the expiration of the initial two-year term set forth in Section 2 or any automatic renewal thereof, as long as no Statement of Work is then ongoing between the parties, either party may terminate the Consulting Period for any reason by giving 15 days prior written notice to the other party of such termination.

5. (a) Cooperation. The Consultant shall use its best efforts in the performance of its obligations under this Agreement and provide personnel for the performance of the services who are duly qualified. The Company shall provide such access to its information and property as may be reasonably required in order to permit the Consultant to perform its obligations hereunder. The Consultant shall cooperate with the Company's personnel, shall not interfere with the conduct of the Company's business and shall observe all rules, regulations and security requirements of the Company concerning the safety of person and property and security of information.

(b) Travel Expenses: After the initial relocation, the Company is responsible for directly paying all travel expenses incurred by the Consultant employee on behalf of the Company. The Company is responsible for ensuring that the Consultant employee is aware of the Company's travel policies and guidelines and adheres to these guidelines. Travel time on behalf of Company is billable if occurring during normal working hours. In the event that the Company requires Consultant to pay the travel expense, the Company will so specify in writing in advance and said expenses will be included in the regular invoicing for reimbursement by Company. A 10% carrying charge will be added to all expenses so invoiced.

(c) Work Performed for Third (3rd) Parties: In the event that the Consultant employee performs services on behalf of the Company for a third (3rd) party, payments to Consultant are specifically not contingent on any obligations of the third party. (e.g. if the 3rd party does not pay Company for services rendered for a third (3rd) party, the Company is still obligated to pay Consultant for services rendered by Altech_Star employees on Company's behalf.

6. Inventions.

(a) All inventions, computer programs, software, data, technology and designs (whether or not patentable and whether or not copyrightable) which are made, conceived, reduced to practice, created, written, designed or developed by the Consultant, solely or jointly with others, and whether during normal business hours or otherwise, during the Consulting Period in connection with services being performed by Consultant under a Statement of Work (the "Inventions"), shall constitute "works made for hire" for the Company within the meaning of the Copyright Act of 1976, as amended, and shall be the sole and exclusive property of the Company. The Consultant hereby assigns to the Company all Inventions and any and all related patents, copyrights, trademarks, trade names, trade secrets and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere and appoints any officer of the Company as its duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority. Upon the request of the Company and at the Company's expense, the Consultant shall execute any instruments and do all things reasonably necessary or desirable in order to fully and completely perfect the Company's rights with respect to any Invention.

(b) The Company acknowledges and agrees that Consultant retains all right, title and interest in any inventions, computer programs, software, data, technology and designs (whether or not patentable and whether or not copyrightable) which were made, conceived, reduced to practice, created, written, designed or developed by the Consultant prior to the execution of this Agreement (the "Consultant Materials"). Consultant hereby grants to the Company a non-exclusive, non-transferable, royalty-free, perpetual license to use, copy, operate, process and modify the Consultant Materials solely for use in connection with the Inventions.

(c) The Consultant warrants that it has the right to make the assignments made by it hereunder, and further warrants that none of the Inventions and none of the Consultant Materials provided to the Company will infringe or misappropriate any patent, copyright, trademark, trade secret, or other proprietary right of any third party. If notified promptly in writing of a claim that an Invention or Consultant Material infringes or misappropriates any patent, copyright, trademark, trade secret or other proprietary right of any third party, the Consultant shall indemnify and hold harmless the Company and its officers, directors and employees against all costs, damages, losses and expenses (including reasonable attorney's fees) arising from such claim. The Consultant shall cooperate reasonably at its expense with the Company in the defense, settlement or compromise of any such claim.

7. Proprietary Information.

(a) As used in this Agreement, "Proprietary Information" shall mean, by way of illustration and not limitation, all information (whether or not patentable and whether or not copyrightable) owned, possessed or used by the Company, including, without limitation, any invention, formula, methodology, vendor information, customer or client information, trade secret, process, research, report, technical data, know how, computer program, software, software documentation, design, technology, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost and employee list that is communicated to, learned of, developed or otherwise acquired by the Consultant in the course of its service as a Consultant to the Company.

(b) The Consultant acknowledges that its relationship with the Company is one of high trust and confidence and that in the course of its service to the Company it will have access to and contact with Proprietary Information, as defined above. The Consultant agrees that it will not, during the

Consulting Period or at any time thereafter, disclose to others, or use for its benefit or the benefit of others, any Proprietary Information. Notwithstanding the foregoing, the Consultant's obligations under this subsection shall not apply to any information that (i) is or becomes known to the general public under circumstances involving no breach by Consultant or others of the terms of this Section 7, (ii) is generally disclosed to third parties by the Company without restriction on such third parties, or (iii) is approved for release by written authorization of the Board of Directors of the Company.

(c) The Consultant agrees that it will also abide and agree to be bound by the terms of any confidentiality agreement that the Company has signed with a client that is identified on an applicable Statement of work hereunder (each, a "Client Confidentiality Agreement"). Upon the Consultant's request, the Company shall provide to the Consultant a copy of any relevant Client Confidentiality Agreement.

8. Warranties.

(a) The Consultant warrants that the services performed under this Agreement and all Statements of Work hereunder will be performed in a professional and workmanlike manner and further warrants that the Consultant has the required skills and experience to perform the Services set forth in this Agreement.

(b) Quality Assurance: The Company is responsible to monitor and review the work performed by the Consultant's employee under their supervision and take corrective action if necessary.

(c) UNLESS OTHERWISE INCLUDED IN AN APPLICABLE STATEMENT OF WORK, THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Independent Contractor Status. The Consultant shall perform all services under this Agreement as an "independent contractor" and not as an employee or agent of the Company. The Consultant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner.

10. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, or upon delivery by overnight courier, addressed to the other party at the address shown above (and if to the Company, marked to the attention of General Counsel; or if to the Consultant, marked to the attention of President), or at such other address or addresses as either party shall designate to the other in accordance with this Section 9.

11. Limitation. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT OR ANY WORK STATEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Non-Solicitation. During the Consulting Period and for 12 months thereafter, the Company and the Consultant each agree not to solicit or induce any employee of the other who was

involved in the provision of services hereunder to terminate his or her employment with the other or to hire any employee of the other without the prior written approval of the employing company. General advertisements by either party not directed at any particular employee of the other shall not be construed as a violation of this section.

13. Publicity. Neither party shall use the other party's name or logo in any customer lists or other marketing materials, or describe publicly the nature of the work performed by Consultant for the Company under this Agreement, without the other party's prior consent.

14. Entire Agreement; Amendments; Interpretation. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Consultant. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Delaware. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, provided that the obligations and rights of the Consultant are personal and shall not be assigned by it.

15. Miscellaneous. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. The captions used in this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section hereof. In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

IN WITNESS WHEREOF, the parties hereto have executed this Master Technical Consultant Agreement as of the day and year first written above.

Kon Ameri Tech Services Inc.

ALTECH STAR, INC

BY: 

BY: 

Name: Vasu Iyengar
Title: Vice President
Date: May 9, 2005

Name: Anand Natarajan
Title: President
Date: May 9, 2005