Command Prompt, Inc. Services Agreement

This Consulting Agreement (ªAgreementº) is made between Command Prompt, Inc. (ªCommand Promptº) and _____. (ªClientº) for the mutual benefits of both. This Agreement is effective as of the date of Client's signature below (ªEffective Dateº).

Client hereby engages Command Prompt and Command Prompt agrees to provide Client certain consulting services (ªServicesº). Services shall be documented per Exhibit I, other estimate, statement of work (ªSOWº), Client written request or product purchase in addendum to this agreement. Services not documented per estimate, SOW or product purchase shall be considered general consulting and invoiced per the policies and rates set forth in Exhibit II.

TERMS AND TERMINATION

Termination

Either party 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.

Modification

Command Prompt may modify this agreement in full or part with 120 Days written notice to Client of modification.

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 ªConfidentialityº section of this Agreement, below.

<div align="center">

MISCELLANEOUS

</div>

Confidentiality

Each party (ªthe Receiving Partyº) will keep confidential for ten (10) years from the Effective Date of this Agreement any information, knowledge and data of the other company (the ªDisclosing Partyº) 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 ªConfidential Informationº). 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 ªCommand Prompt Work Productº) and any intellectual property created under this Agreement relating thereto (the ªIntellectual Property Rightsº). 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 supersedes 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 ªWarranty Disclaimerº 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.

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   _____

Title   _____

Date   _____

<u>Exhibit I</u>

<u>Services Estimates</u>

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	$195.00
	Subtotal first payment:	

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   195.00/hour

Project Management rate: 120.00/hour
Standard Rates:
    Monday through Friday
    7:00 AM to 5:00 PM   195.00/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   292.50/hour
    12:00 AM to 6:59 AM   390.00/hour

Extended Rates:
    Saturday through Sunday
    7:00 AM to 5:00 PM   292.50/hour
    5:01 PM to 6:59: AM   390.00/hour

    Any Federally Observed Holiday (Excluding Christmas)
    7:00 AM to 5:00 PM   292.50/hour
    5:01 PM to 11:59: PM   390.00/hour
    12:00 AM to 6:59 AM   450.00/hour

    Christmas Eve and Christmas
    7:00AM to 7:00 AM   600.00/hour

Emergency Rates
Emergency rates are applied when a customer (new or existing) requests immediate service. 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.

Interest

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/American Express
> Check
> ACH/WIRE
> Bitcoin

Check
Payments are to be made to:

<div align="center">

Command Prompt, Inc.
9618 Jefferson Hwy. PMB 329

Baton Rouge, LA 70809

</div>

Visa/Mastercard/AmericanExpress
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.**