



MASTER CONSULTING AGREEMENT

THIS MASTER CONSULTING AGREEMENT (the "Agreement") is entered into this _____, 20____ (the "Effective Date"), by and between Torus Technologies, Inc., having an address at 941 25th Ave #232 Coralville, IA 52241 ("Consultant"), and _____ ("Customer").

WHEREAS, Consultant is in the business of providing certain business consulting services;

WHEREAS, Customer desires to engage Consultant, and Consultant desires to be engaged by Customer, to render such services upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Services

1.1 Description of Services. Consultant will perform the business consulting services specified in Statements of Work to this Agreement (the "Services"). Consultant shall provide the Services to Customer. Both Consultant and any of its employees appointed as an officer of the Customer shall report to the Customer and shall be accountable for fulfilling the obligations described herein. Each Statement of Work is hereby incorporated into this Agreement by this reference.

The Statement of Work will be executed by the parties concurrently with the execution of this Agreement and is attached hereto as Statement of Work. Any additional Statements of Work shall be initially generated by Consultant and shall become effective when signed by both parties.

1.2 Statements of Work. Each Statement of Work should include the following:

- (a) the services, functions, equipment, software, facilities, personnel, and other materials, documentation, and resources to be provided by each party;
- (b) the requirements and specifications for any work product to be developed by Consultant and delivered to Customer (the "Deliverables");
- (c) estimated delivery dates for the Deliverables; and
- (d) fees payable to Consultant for the Services and Deliverables along with a fee payment schedule.

1.3 Change Procedure. Unless otherwise stated in an applicable Statement of Work, changes to the parties' respective obligations under a Statement of Work shall be made as set forth in this Section 1.3. Customer may request changes to a Statement of Work by providing Consultant with a written request for changes (a "Change Request") that specifies the desired change with at least the same degree of specificity as that contained in the original Statement of Work. Following Consultant's receipt of a Change Request, Consultant shall submit to Customer a written response that should outline the tasks to be performed by each party, schedule and cost changes, and any other items applicable to the Change Request (a "Change Response"). Consultant will charge Customer on a time and, if applicable, material basis, at Consultant's then-current time and, if applicable, material rates, for the time spent by Consultant in analyzing Customer's Change Request and preparing a Change Response. If, within five (5) days after Consultant's delivery of such Change Response to Customer, Customer provides Consultant with written notice of acceptance of the Change Response, the Change Response will amend and become a part of, the applicable Statement of Work. In the event of a conflict among the terms and conditions of the Change Response and the applicable Statement of Work, the terms and conditions of the Change Response shall govern and control. If Customer fails to provide Consultant with written notice of acceptance of the Change Response within said five (5) day period, the Change Response will be deemed rejected by Customer and the original Statement of Work shall remain in full force and effect.

1.4 Cooperation. Customer acknowledges that the successful and timely rendering of the Services will require the good faith coop-

eration of Customer. Customer shall fully cooperate with Consultant, including without limitation, by: (a) providing Consultant with all information as may be reasonably required by Consultant; and (b) making available to Consultant at least one employee, consultant, or director of Customer, reasonably acceptable to Consultant, who shall have substantial relevant knowledge and experience to act as a Project Manager in connection with the rendering of the Services. The name of Customer's Project Manager should be set forth in the applicable Statement of Work. All estimated dates specified in a Statement of Work shall be extended by delays caused by Customer, including without limitation, Customer's submission of Change Requests that impact Consultant's normal schedule.

2. Payment

2.1 Customer will pay Consultant in accordance with the fee and payment schedule set forth in the applicable Statement of Work. If the Statement of Work does not designate the fees and/or payment schedule, Customer will pay Consultant in accordance with Consultant's then-current time and material rates no later than the fifteenth day of the month following the period during which the Services were performed by Consultant. Any amount due under this Agreement that is not paid within thirty (30) days after the payment due date shall bear interest from the payment due date to the date of payment at the lesser of one and one half percent (1 1/2%) per month or the highest rate allowable under applicable law.

2.2 Customer shall be responsible to pay all taxes, however designated, that are levied or imposed by reason of the transactions contemplated by this Agreement, including without limitation all sales, use, transfer, privilege, excise, and other taxes and duties, whether international, national, state, or local, excluding, however, taxes based on Consultant's net income.

3. Ownership; Grant of Licenses

3.1 Except as otherwise provided herein or in any applicable Statement of Work, the parties agree that all documents, designs, inventions, products, pricing, costs, future plans, business information, process information, technical information, customer lists, computer programs, computer systems, data, computer documentation, ideas, processes, techniques, know-how, knowledge, and other proprietary and/or tangible materials authored or prepared by Consultant (and its employees, agents, consultants, or subcontractors) for Customer as the Deliverables are the sole and exclusive property of or its third party licensees.

3.2 Except as otherwise provided herein or in any applicable Statement of Work, upon payment in full of all fees and other amounts due under this Agreement and provided that Customer is not in material breach of this Agreement, Consultant grants to Customer a perpetual, worldwide, non-exclusive, non-transferable license to use Deliverables solely for the purpose expressly set forth in any applicable Statement of Work, and Consultant's Information incorporated into the Deliverables solely in connection with Customer's use of the Deliverables.

3.3 Except as otherwise provided herein or in any applicable Statement of Work, Customer shall not have the right to license, sublicense or otherwise transfer to others the right to use the Deliverables or Consultant's Information without Consultant's prior written consent.

3.4 Any and all data, information, reports, analysis, artwork, logos, graphics, video, text, and other materials, including without limitation, financial data supplied by Customer to Consultant in connection with this Agreement, if any, shall remain the sole and exclusive property of Customer (the "Customer Content").

4. Confidentiality

4.1 A party disclosing Confidential Information shall herein be referred to as the "Disclosing Party," and a party receiving Confidential Information hereunder shall herein be referred to as the "Receiving Party."

4.2 "Confidential Information" shall mean, without limitation, (i) any idea, proposal, plan, information, procedure, technique, formula, technology, or method of operation, any written or oral information of a proprietary nature, and any intellectual property owned or licensed by a Disclosing Party or relating to a Disclosing Party's or any of its principals' or affiliates' business, projects, operations, finances, activities, or affairs, whether of a technical nature or not (including trade secrets, know-how, processes, and other technical or business information), and any proposed change thereto; (ii) any other information disclosed by a Disclosing Party and designated by a Disclosing Party as confidential; and (iii) the Deliverables (until paid for by Customer as provided hereunder), Consultant's Information, and Customer Content. By way of illustration, but not limitation, Confidential Information includes, without limitation, information regarding (i) all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced, or practiced at any time by a Disclosing Party or any affiliate thereof, software

programs and documentation licensed by third parties to a Disclosing Party, and any other similar information or material; (ii) customer lists, telemarketing lists, vendor lists, employee personnel information, and policies and procedures; (iii) a Disclosing Party's products and services; (iv) business or financial information directly or indirectly related to a Disclosing Party's companies and investments; and (v) other processes and procedures employed by a Disclosing Party.

4.3 Obligations. Receiving Party agrees to hold all Confidential Information in strict confidence and shall not, without the express prior written permission of Disclosing Party: (i) disclose any Confidential Information to third parties or (ii) use the Confidential Information for any purpose other than to perform its obligations under this Agreement or for the purpose expressly set forth in the applicable Statement of Work. Without limiting the generality of the foregoing, Receiving Party shall be permitted to disclose Confidential Information only to its officers, employees, and consultants who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality obligations set forth herein; provided that Receiving Party will be liable for breach by any such person or entity. Receiving Party shall not make any copies of the Confidential Information except as necessary for the performance of its obligations under this Agreement and for its officers, employees, consultants, attorneys, and accountants with a need to know. Any copies that are made shall be identified as belonging to Disclosing Party and marked "confidential," "proprietary," or with a similar legend. Receiving Party shall use commercially reasonable efforts to assist Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Receiving Party shall promptly advise Disclosing Party in the event that it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section 4 and shall cooperate in seeking injunctive relief against any such person.

4.4 Confidentiality of Agreement. Customer and Consultant will not disclose the terms and conditions of this Agreement to anyone other than their respective attorneys, accountants, and other professional advisors, except as required by applicable law or regulation or by operation of law, provided that each party may disclose only such information as is legally required, and provided further that each party shall provide the other with reasonable notice of such requirement and a reasonable opportunity to object to such disclosure.

4.5 Injunctive Relief. The parties agree that, in the event of any breach of any provision hereof, the non-breaching party will not have an adequate remedy in money or damages. The parties therefore agree that, in such event, the non-breaching party shall be entitled to obtain injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will in no way limit the non-breaching party's right to obtain other remedies available under applicable law.

5. Warranties

5.1 Warranties of Consultant. Consultant represents and warrants that: (a) the Services will be performed in a commercially reasonable manner in accordance with the standards generally prevailing in the industry; (b) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; and (c) neither this Agreement nor Consultant's performance of its obligations hereunder will place Consultant in breach of any other contract or obligation and will not violate the rights of any third party.

5.2 Warranties of Customer. Customer represents and warrants that (a) it has all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder; (b) neither this Agreement nor Customer's performance of its obligations hereunder will place Customer in breach of any other contract or obligation and will not violate the rights of any third party; (c) the Customer Content is, to Customer's knowledge, accurate, valid, and true in all material respects as of the date it is provided to Consultant; and (d) Customer will not use the Deliverables in any manner that is in violation of any law or regulation.

5.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, CONSULTANT EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS." CONSULTANT IS PROVIDING SERVICES TO ASSIST CUSTOMER. CUSTOMER IS RESPONSIBLE FOR REVIEWING THE DELIVERABLES TO ENSURE THEIR ACCURACY AND COMPLETENESS AND FOR THE RESULTS OBTAINED FROM ITS USE OF THE DELIVERABLES. WITH THE EXCEPTION OF CONSULTANT'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS AS SET FORTH IN SECTION 6, CONSULTANT'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY

FOR ANY BREACH OF THIS WARRANTY IS CONSULTANT'S REPERFORMANCE OF THE SERVICES.

6. Limitation of Liability

6.1 REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT, STRICT LIABILITY OR CAUSE OF ACTIONS OF ANY NATURE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR RELIANCE, LOSS, DAMAGE OR EXPENSE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE OR REVENUES, WHETHER OR NOT EITHER PARTY WAS ADVISED, SHOULD HAVE KNOWN OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION OF SUCH PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SERVICES DELIVERABLES AND PRODUCTS, OR ANY PART THEREOF, IN THE CASE OF CONSULTANT, OR THE CUSTOMER CONTENT, CUSTOMER'S PRODUCTS AND SERVICES, OR ANY PART THEREOF, IN THE CASE OF CUSTOMER.

6.2 CONSULTANT'S TOTAL LIABILITY FOR ALL CLAIMS MADE UNDER THIS AGREEMENT SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE GREATER OF: (A) \$100,000; OR (B) THE SUM TOTAL OF THE FEES PAID BY CUSTOMER TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES. CUSTOMER'S TOTAL LIABILITY FOR ALL CLAIMS MADE HEREUNDER SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED \$100,000 PLUS ANY UNPAID FEES DUE TO CONSULTANT HEREUNDER. THE OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT RUN ONLY TO EACH OTHER AND NOT TO ANY OTHER PERSONS OR ENTITIES. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY INFORMATION OR PRODUCTS PROVIDED TO EACH OTHER, ALL OF WHICH ARE PROVIDED, SOLD OR LICENSED "AS IS," AND THE PARTIES AGREE TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE THIRD PARTY. THE LIMITATIONS IN THIS SECTION 7.2 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS OF CONSULTANT OR CUSTOMER FOR THIRD PARTY CLAIMS AS SET FORTH IN SECTION 6.

7. Term and Termination

7.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect, unless sooner terminated by either party upon thirty (30) days written notice (the "Term").

7.2 Rights Upon Termination. In the event that this Agreement or any Statement(s) of Work are terminated by either party pursuant to this Section 8, Customer shall have no right to use or exploit in any manner the Deliverables or the Consultant's Information related to such Statement(s) of Work unless Customer has paid the full fees related thereto. In the event of any termination of this Agreement, Consultant and Customer shall promptly comply with Section 4.6 regarding return or destruction of Confidential Information.

8. Security Rules

Each party agrees to comply with the other party's reasonable security rules and measures when on the other party's premises and to instruct all of its personnel who enter upon the other party's premises to comply with such security rules and measures. Each party agrees, at its own cost and expense, to provide the other party with sufficient work space and supplies solely for the purpose of each party's performance of its obligations under this Agreement.

9. Force Majeure

Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement or any Statement of Work (other than payment obligations) by reason of any Act of God, fire, natural disaster, accident, riot, act of government, strike or labor dispute, shortage of materials or supplies, failure of transportation or communication or of suppliers of goods or services, or any other cause beyond the reasonable control of such party. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

10. Governing Law; Entire Agreement

This Agreement and each Statement of Work shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws provisions. The exclusive jurisdiction and venue for all legal actions arising out of or related to this Agreement shall be in courts of competent subject matter jurisdiction located in the Linn County, Iowa, and the parties hereby

consent to the jurisdiction of such courts. This Agreement, together with any Statements of Work executed pursuant hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous agreements, proposals, understandings, and representations, written or oral, with respect to the subject matter hereof. Neither this Agreement nor any Statement of Work may be modified or amended except in a writing signed by duly authorized representatives of each party. To the extent there is such a conflict between the terms and conditions of a Statement of Work and the terms and conditions of this Agreement, the terms and conditions of the Statement of Work shall govern and control unless otherwise specified in the Statement of Work.

11. Notices

All notices, consents, and approvals, including notices of address changes, required or permitted to be given by either party under this Agreement shall be in writing and shall be deemed given when delivered in person or sent by registered or certified mail or by reputable overnight commercial delivery to the address set forth on page 1 of this Agreement; provided, however, that notices to Consultant shall be sent to the attention of its General Counsel.

12. Assignment

The parties shall not assign their rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

13. Conflict

The terms and conditions of this Agreement, including all Statements of Work executed pursuant hereto, shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form for purchase or payment submitted by Customer to Consultant, all of which are hereby rejected.

14. Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

15. Counterparts

This Agreement may be executed on separate counterparts, any one of which need not contain signatures of more than one party, but all of which when taken together shall constitute one and same agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be duly executed by their respective duly authorized representatives as of the Effective Date.

Torus Technologies, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____