

Consulting Agreement

This Agreement is made effective as of (date) _____,

by and between (Customer and address) _____

_____ and Iron Horse Computers, Inc., of 8328A Traford Lane, Springfield, VA 22152-1638.

In this Agreement, the party who is contracting to receive services shall be referred to as "Customer", and the party who will be providing the services shall be referred to as "Iron Horse".

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on (date) _____, Iron Horse will provide the following services (collectively, the "Services"): Hardware and software support, installation, configuration, testing, troubleshooting, design, and other professional services as described in any Statement(s) of Work (separate document(s)). Customer agrees to Iron Horse's On Site Service Agreement (separate document).

2. PAYMENT. Customer will pay a fee to Iron Horse for the Services based on the fees shown in any Statement(s) of Work. Fees shall be payable in a lump sum or as shown in the Statement(s) of Work. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Iron Horse shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Iron Horse has not yet been paid.

3. TERM/TERMINATION. This Agreement shall be effective for a period of one year or as stated in Attachment A and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Iron Horse is an independent contractor with respect to Customer, and not an employee of Customer. Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Iron Horse.

5. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed to Iron Horse as above and to the customer as above unless another address is provided here:

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

6. ENTIRE AGREEMENT. This Agreement, with the Statement(s) of Work and Iron Horse's On Site Service Agreement, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

7. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

8. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

10. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Virginia.

Customer signature

Name of person authorized to sign for Customer & Title

Tony Stirk, President, Iron Horse