

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made as of , **by and between** _____ (“Client”), an _____, and **Mayflower Technologies LLC** (“Consultant”), an Illinois Limited Liability Company.

Client desires to retain the services of Consultant for an initial period of twenty-four (24) months, and Consultant is willing to perform such services upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term of Agreement

This Agreement shall commence as of _____ and shall continue in force until terminated as provided herein.

A. Termination for Cause

Either party may terminate this Agreement for cause at any time, effective immediately, if the other party fails to fulfill its obligations under this Agreement.

Client may also terminate this Agreement for cause immediately upon the occurrence of any of the following:

- i. William Dickinson is no longer affiliated with Consultant or provides notice of future disaffiliation;
- ii. Consultant becomes the debtor in a bankruptcy, assignment for the benefit of creditors, or other insolvency proceeding;
- iii. Consultant becomes insolvent; or
- iv. Consultant engages in fraudulent, malicious, or reckless misconduct.

B. Termination Without Cause

Following the expiration of the initial twenty-four (24) month term, either party may terminate this Agreement without cause by providing sixty (60) days’ prior written notice to the other party. This Agreement shall remain in full force and effect during such notice period, and all obligations of the parties shall continue until the effective date of termination.

2. Duties

Consultant shall provide software, planning, design, and development services to Client as defined in the proposal delivered to Client as Exhibit A .

Consultant agrees to furnish services as required by Client and as mutually agreed upon in advance. If Consultant does not have sufficient staff available to perform required work in a timely manner, Consultant shall secure necessary support staff at its own expense.

3. Compensation and Terms

Client shall pay Consultant as follows:

- **Managed Services Fees**
 - \$150 per month per computer
 - \$250 per month per server
- **Cost of Living Adjustment (COLA)**

A yearly cost-of-living increase shall apply, beginning on the first anniversary in 2028.
- **Project Work (Pre-Approved Only)**
 - \$150.00 per hour during business hours (8:00 AM – 5:00 PM, Monday–Friday)
 - \$225.00 per hour outside business hours

Project work is separate from managed services and is not included in any managed services plan.

- **Expenses**

As set forth in Exhibit A, and except as otherwise provided in Section 2, Client shall reimburse Consultant for all reasonable expenses incurred in performing services, as mutually agreed in advance.
 - **Payment Terms**

Payment is due in full within thirty (30) days of the invoice date.
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4. Confidentiality

Consultant shall treat as confidential all information disclosed by Client in connection with this engagement and shall not use or disclose such information for any purpose other than performing services under this Agreement.

This obligation shall not apply to information that is disclosed by Client to others without restriction.

5. Relationship of the Parties

Consultant is an independent contractor and not an employee of Client. Consultant is retained solely for the purposes set forth in this Agreement.

6. Waiver, Modification, or Cancellation

Any waiver, modification, or cancellation of this Agreement must be in writing and signed by both parties.

7. Assignment

This Agreement may not be assigned without the prior written consent of both parties.

Notwithstanding the foregoing, this Agreement shall apply to any successor law firm to Client where the successor firm retains more than fifty percent (50%) of the same partner-level lawyers.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles.

9. Limitation of Liability

- **Exclusion of Certain Damages**

Neither party shall be liable for any punitive, exemplary, incidental, indirect, special, or consequential damages arising out of or related to this Agreement, regardless of the legal theory, even if advised of the possibility of such damages.

- **Liability Cap**

Each party's total liability under this Agreement shall be limited to the lesser of:

- (i) the total charges paid or payable under this Agreement; or
 - (ii) fifty thousand dollars (\$50,000.00).
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10. Force Majeure

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, riots, terrorism, or civil unrest, provided that:

- the affected party is not at fault;
- the delay could not have been prevented by reasonable precautions; and
- the delay cannot reasonably be mitigated through alternative means.

The affected party shall promptly notify the other party and use commercially reasonable efforts to resume performance as soon as possible.

11. Entire Agreement

This Agreement, including all attached exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral.

SIGNATURES

CLIENT

By: Ed Beauvais

Name: _____

Title: _____

Date: _____

MAYFLOWER TECHNOLOGIES LLC

By: William Dickinson

Name: _____

Title: _____

Date: _____