

Consultant Agreement Terms

This consultant agreement is between Ravenswood Solutions International (“RS”) and the consultant (“Consultant”) identified on the purchase order to which these terms are attached (“Agreement”).

1. CONSULTING SERVICES

Consultant shall perform the services and provide the deliverables as described in the attached statement of work. Consultant shall perform all services in a skillful and workmanlike manner, consistent with the highest professional standards in the field.

Consultant shall start the services no earlier than the start date identified on the Agreement and end no later than the end date identified on the Agreement. However, RS may terminate this agreement early after providing five days’ written notice to Consultant, or immediately if Consultant breaches any of his or her obligations. All rights and obligations of the parties accruing prior to termination or expiration shall survive.

RS’s technical monitor for this contract is identified on the Agreement or the statement of work. The technical monitor cannot authorize changes to the statement of work or the required deliverables. All changes must be approved in writing by RS’s subcontracts administrator or procurement staff identified on the Agreement.

2. COMPENSATION AND EXPENSES

RS shall pay Consultant for the services at the rate identified on the Agreement, up to the cost identified on the Agreement. If the Agreement identifies both an hourly rate and a daily rate, the daily rate shall be used instead of the hourly rate when Consultant performs services in excess of eight hours in one day. If the Agreement identifies only a daily rate, if Consultant works fewer than eight hours in one day, Consultant will be paid based on the hours actually worked at an hourly rate that is one eighth of the daily rate.

If authorized in the statement of work, Consultant may incur travel or other expenses in performance of the services. RS will reimburse Consultant for reasonable expenses up to the cost identified on the Agreement. Costs for lodging, meals, and incidentals that exceed the U.S. Government per diem rate for the date and location incurred (available at <http://www.gsa.gov/perdiem>) will not be reimbursed without RS’s prior written consent. Air travel must be at or below the lowest unrestricted coach fare and rental car charges must be for a compact car. Alcoholic beverages will not be reimbursed.

In no event shall RS’s total liability to Consultant under this agreement exceed the amount identified on the Agreement as the “PO Total Amt.”

3. INVOICES

Consultant shall submit a signed invoice electronically to RS in accordance with RS’s instructions. Consultant shall include the Agreement number and shall separately list the charges for services performed in California, services performed elsewhere in the U.S., and services performed outside the U.S. Consultant shall provide receipts for all expenditures except for: (a) meals where only the per diem rate is being claimed; and (b) taxi/limo charges up to US\$25 per day. RS will not accept credit card statements in lieu of receipts.

RS will endeavor to pay all uncontested amounts in accordance with the payment terms identified on the Agreement. Consultant must submit a final invoice within 45 days of the Agreement end date. RS may withhold final payment until receipt and approval of all required deliverables and reports. RS may have, at RS’s expense, an independent auditor audit Consultant’s books and records to establish the accuracy of invoices.

4. TAXES

Consultant is responsible for all income and other taxes, tariffs, and withholdings.

Nonresident aliens must submit an IRS Form W-8BEN (for individuals) or W-8BEN-E (for entities) (Certificate of Foreign Status of Beneficial Owner for U.S. Tax Withholding) to RS before starting work. RS may withhold 30% federal income tax for services performed in the U.S. by nonresident aliens, unless Consultant submits IRS Form

8233 (Exemption From Withholding on Compensation for Independent Personal Services of a Nonresident Alien Individual) to RS to claim a withholding exemption or reduction.

RS may withhold 7% of any amounts above US\$1,500 payable for services provided in California by U.S. residents whose principal place of residence is not California, unless Consultant submits California State Tax Form 590 (Withholding Exemption Certificate).

5. OWNERSHIP OF WORK PRODUCT

All of Consultant's work product shall be Consultant's original work.

As part of this agreement and without additional compensation, Consultant agrees to and does hereby sell, assign, and transfer to RS all right, title, and interest in and to any and all inventions, discoveries, or improvements that Consultant conceives (alone or with others) in the performance of this agreement ("Inventions"), and to all applications and patents claiming the Inventions. Consultant shall provide complete information to RS about each Invention. Consultant shall execute all documents, and provide reasonable assistance to RS to obtain, perfect and maintain RS's interest in Inventions and patents thereon. All Inventions shall be RS's property, whether or not RS elects to file patent applications on the Inventions. Consultant shall provide a complete list of all Inventions conceived pursuant to this agreement before submitting a final invoice.

Further, Consultant agrees to and does hereby sell, assign, and transfer to RS without further consideration all right, title, and interest in and to all material produced by Consultant (whether alone or in conjunction with others) under this agreement, including all data, designs, developments, documents, formulae, improvements, log books, papers, processes, programs, prototypes, records, samples, software, and techniques. Consultant will provide to RS, at RS's expense, all such assistance as RS may reasonably request to secure for RS and maintain for RS's benefit all trademarks and trade names and registrations thereof, copyrights and registrations, extensions, and renewals thereof on all such material, including any translations.

6. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an agent or employee of RS. Nothing herein creates a partnership, joint venture, agency, or other relationship between the parties. RS will not provide Consultant with any employee benefits, including health insurance benefits, paid vacation, or royalty sharing. Consultant will not seek any benefits from RS nor from any government agency charged with providing any such benefits. Consultant will not represent himself or herself as an employee or agent of RS, nor indicate to any third party, either expressly or impliedly, that he or she has the right to obligate RS in any way.

RS shall have the right to monitor the completeness, accuracy, and quality of Consultant's work.

RS will not provide detailed direction to the Consultant, other than to outline the scope of work required, any deliverables to be provided, and any due dates for the deliverables. RS shall have no control over the manner in which consultant completes the services. Consultant shall otherwise determine the time, place, and method for performing the services.

Except as set forth in the statement of work, Consultant is solely responsible for providing all materials and facilities needed to accomplish the tasks required. Consultant may visit RS to present results, attend meetings, and collect work assignments, but Consultant may not use any of RS's facilities or resources to perform the services unless required by client security requirements and subject to RS's prior written approval.

7. CONFIDENTIALITY

During the term of this agreement and for a period of ten years following the expiration or earlier termination hereof, Consultant will exercise reasonable care to maintain in confidence all confidential information of RS learned by Consultant or disclosed by RS to Consultant during the performance of services under this agreement. This limitation on Consultant's disclosure of information shall not apply to the extent that: (a) Consultant is required to disclose the confidential information by law (subject, however, to the requirement that Consultant provide RS with reasonable notice in advance of such disclosure); or (b) Consultant can demonstrate by his or her written records that the information was: (i) public knowledge at the time of such disclosure by RS or subsequently became public knowledge through no fault of Consultant; (ii) rightfully known by Consultant before disclosure by RS; (iii) disclosed to Consultant on an unrestricted basis by a third party not under a duty of confidentiality to RS; or, (iv) independently developed by Consultant without access to the confidential information. All confidential



information shall be identified as confidential when disclosed. Consultant, as directed by RS, will deliver to RS or destroy all records, notes, data, memoranda, models, and equipment of any nature that are in his or her possession or under his or her control that are RS's property or relate to RS's business.

Consultant shall not make any news release, public announcement, or other publication of Consultant's relationship with RS without RS's prior written consent.

8. COMPLIANCE

Consultant agrees to comply with all applicable laws and regulations and will indemnify RS against any third party claims arising out of Consultant's violation of any laws in the performance of this agreement.

Consultant has not offered or provided and will not offer or provide, either directly or indirectly, any gift, payment, or other benefit of any kind to any person that constitutes a breach of any applicable domestic or foreign anti-bribery or corrupt practices law in either the United States (including the Foreign Corrupt Practices Act) or any other country in which services are performed under this Agreement.

In performing this agreement a party may gain access to information, technology, or items that are export-controlled by the United States. Without limitation, each party agrees that it shall comply with all applicable export laws and regulations.

9. CONFLICTS OF INTEREST

Consultant shall notify RS promptly upon discovering any actual or potential conflict of interest or perceived conflict of interest between Consultant's assignments for RS and Consultant's work or activities with any other client or organization. Consultant represents that he or she: (a) is not a former employee of RS, or if a former employee that he or she has fully disclosed to RS the dates of his or her former employment; (b) was not employed by the U.S. Government in the previous two years and is not a current U.S. Government employee; and (c) has never worked on any matter relating to RS as an employee of the U.S. Government.

10. UNITED STATES GOVERNMENT REGULATIONS

If this agreement is written in support of a contract or grant from the United States Government, Consultant shall comply with the flow down clauses from RS's contract or grant listed on or attached to the Agreement. Except where otherwise required by the terms of a clause, each clause shall be interpreted by substituting "Consultant" for "Contractor;" "RS" for "Government;" and "RS Subcontracts or Procurement Staff" for "Contracting Officer" and "Grants Officer." The incorporated flow down clauses shall control in the case of any inconsistency between the terms of the incorporated flow down clauses and these terms.

If Consultant will require access to classified information to perform the assigned tasks, RS will issue a contract security classification specification (DD254) to Consultant. The classification of the work to be performed and the items to be delivered under this agreement shall be determined and handled in accordance with the DD Form 254. If necessary, Consultant may consult RS's technical monitor to assist in determining the proper classification.

11. MISCELLANEOUS

This agreement, incorporating these terms and any other attachments identified on the Agreement, represents the entire agreement between RS and Consultant, superseding any prior negotiations, offers, or other agreement made with respect to the RS project number shown on the Agreement. Any waiver or change to this agreement must be made in writing as a modification to the Agreement and signed by both parties. Consultant may not assign any part of this agreement, any monies due herein, or delegate any part of the work without the written consent of RS, such consent not to be unreasonably withheld. Failure to enforce any provision of this agreement is not a waiver of any future breach. The laws of the State of California, without giving effect to its conflicts of law principles, govern this agreement.

