

BownCo General Terms

29 October 1998

This document is a legal agreement between William Bown (dba BownCo) and any company or individual with which he conducts business (hereafter "Company"), unless superseded by an agreement signed by both parties.

Consulting Services

Compensation.

Company shall pay to BownCo a consulting fee amount as agreed to by both parties. This amount will either be determined as a fixed amount per project or an estimation based on an hourly rate (possibly with a daily or project maximum). Payments will be made within thirty (30) days of Company's receipt of BownCo invoices detailing the services rendered. In addition, Company will pay for reasonable travel expenses (coach class air fare, lodging, food and ground transportation) incurred by BownCo at Company's request. Travel time will not ordinarily be compensable.

Intellectual Property Rights.

BownCo shall own all right, title and interest in any inventions or discoveries (whether or not patentable) developed or acquired by BownCo as a result of the consulting services (including but not limited to compositions of matter, devices, processes, treatments, improvements, concepts and ideas). In addition BownCo shall own all Copyright in any works created by BownCo (including but not limited to compiled software, software source code, software interface specifications, software installers, compiled libraries, GUI graphics, website page layouts, documentation and manuals) as a result of the consulting services. However, BownCo, at its discretion, may offer a license for use of the copyrighted work.

Not an Employee.

BownCo is an independent contractor and is not an employee or agent of Company. BownCo shall in no event be entitled to any fringe benefits payable to employees of Company. BownCo acknowledges that it shall be solely responsible for the estimation and payment of any international, federal or state income taxes and any international, federal or state insurance contributions on income attributable under this Agreement.

Other Business Activities.

BownCo shall devote and will continue to devote its time, attention and energies to the business activities required of Company as mutually agreed to by the parties. Nothing herein however shall prevent BownCo from becoming retained and/or employed by any other entity or person other than Company.

Indemnity.

Company shall indemnify and hold BownCo harmless from any and all third party claims made against BownCo to the extent that such claim or action is based on BownCo performing its services on Company's behalf.