

# Agreement

## Term / Termination

Term: 2 years - Aug. 2008 - July 2010

Termination: 30 Days prior written notice by either party.

## Invoicing / Payment

Invoices to be submitted monthly.

Payment on undisputed invoices within 30 days from receipt of invoice.

## Ownership

All deliverables prepared on a "work-for-hire" basis. Client retains all ownership/intellectual property rights to the deliverables.

Carveout for residual knowledge (pre-existing or independently developed information).

## Confidentiality

Both parties to protect the confidential information of the other party using the same degree of care reserved for their own confidential information. No less than a reasonable degree of care.

Upon termination/expiration, all confidential information to be returned to the disclosing party.

## Warranties

Both parties warrant that they have the requisite authority to enter into the agreement.

Both parties warrant that their performance under the agreement will not violate any other agreement.

Contractor warrants that deliverables will not infringe upon any 3rd party intellectual property rights.

## Limitation of Liability

Liability limited to amount paid by Client to Contractor in the 6 months prior to the event giving rise to any claim.

Neither party liable to the other for any indirect, consequential, incidental or punitive damages arising out of any claim.