

Contractor Software Development Time & Materials Agreement

Agreement made this ____ day of _____, 2006, between RGA Outsourcing, 465 California St., Suite 1250, San Francisco, CA 94104, hereinafter referred to as Contractor, and _____, hereinafter referred to as the Client:

1. Purpose of Agreement

- a. The purpose of this Agreement is to state the terms and conditions under which the Contractor will provide software development engineering to the _____ project as defined by the Client in this document.

2. Services Provided

- a. The Contractor will provide complete software development service for the Client, including all necessary systems analysis, design and computer software. All of the software development services would be offered from the Contractor office in San Francisco, Ca. or an offshore (international) location.

3. Completion Times

- a. The Contractor will furnish the completed work to the Client at times to be mutually agreed upon. Delivery schedules will be predicted on normal working conditions and are subject to adjustments at any time in the event of any cause or causes beyond the control of the Contractor.

4. Property of Client

- a. All computer programs, written procedures, and other software supporting items used in the work performed for the Client shall be the property of the Client, provided that the compensation due the Contractor for the services involved in formulating such programs, procedures, and items has been paid for in full by the Client.

5. Confidentiality

- a. All software, statistical, financial, and personnel data relating to the business of the Client, is deemed confidential, will be kept in the strictest confidence by the Contractor and its employees. The Contractor will be obliged to keep confidential any concepts or techniques relating to the software development that may be developed either solely by the Contractor or jointly with the Client during the term of this agreement.

6. Contractor's Responsibility

- a. The Contractor will use due care in processing the work of the Client.

7. Compensation

- a. The Client shall pay the Contractor compensation for the services rendered by it in accordance with the established rates and minimums of the Contractor in effect at the time that the services are rendered. Such services and rates are as follows:
 - 1. 10 hours minimum per month at a rate of \$35/hr billed out in 15 minute increments.
 - 2. RGA will provide you with a local phone number that will give you communication and access to technical resources, offshore and domestically.
 - 3. Hourly usage that exceeds the 10 hours within the monthly billing cycle will be billed accordingly in 15 minute increments at \$35/hr

8. Billing

- a. The Contractor shall submit an invoice to the within ten (10) days after the end of the prior month and bills are due upon presentation.

9. Attorney's Fees and Costs

- a. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Venue and jurisdiction for such action shall be in San Francisco County, State of California, U.S.A.

10. Governing Law, Entirety of Agreement, and Partial Invalidity

- a. This Agreement shall be governed by the laws of the State of California, U.S.A. It constitutes the entire agreement between the parties regarding the subject matter. If any provision in this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall be nevertheless continue in full force.

11. Unauthorized Hiring by Client

- a. For three years after an employee of the Contractor is introduced to the Client and during any Assignment and for one year after the Assignment (in each case, a "Prohibited Hiring Period"), Client shall be prohibited from soliciting the hiring of any employee of the Contractor.

12. Soliciting Client's Customers

- a. Contractor acknowledges and agrees that the names and addresses of the Client's customers constitute trade secrets of Client and that the sale of unauthorized use or disclosure of any of Client's trade secrets obtained by Contractor during its relationship with the Client constitute unfair competition. Contractor promises and agrees not to engage in any unfair competition with Client.
- b. For a period of three year immediately following the termination of its relationship with Client, Contractor shall not directly or indirectly make known to any person, firm, or corporation the names and addresses of any of the customers or any other information pertaining to them, or call on, solicit, or attempt to call on, any such customers with whom Contractor became acquainted during its relationship with Client, either for itself or for any other person, firm or corporation.

CONTRACTOR

DATE: _____

By _____

Its: _____

CLIENT

DATE: _____

By _____

Its: _____