**Contributor Compensation Agreement**

The BTA Partnering Agreements are SUGGESTED documents and MEMBERS should consider consulting with local counsel for any specialized requirements and local laws.

THIS AGREEMENT, entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as 'RESELLER'), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as 'CONTRIBUTOR'). WHEREAS, RESELLER has agreed to perform certain services for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as 'CLIENT'); and, WHEREAS, RESELLER wishes to secure the services of the CONTRIBUTOR to complete certain software development, (hereinafter referred to as the 'PACKAGE') required for the project of the CLIENT, and the CONTRIBUTOR wishes to provide such services as may be required as an independent contractor upon terms and conditions more fully described hereinafter.

NOW THEREFORE, for and in consideration of the mutual agreements entered into between the parties they agree as follows:

1. PACKAGE: The CONTRIBUTOR shall furnish all necessary equipment, supplies, hardware and personnel to complete the PACKAGE referred to as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose specifications are attached herein and made a part of this Agreement by reference here. CONTRIBUTOR has reviewed and has access to all relevant portions of such Contract Documents which are incorporated into this Agreement by this reference, and is familiar with the terms thereof. CONTRIBUTOR shall perform such services as RESELLER may from time to time request. RESELLER may also from time to time make changes in the work to be performed by CONTRIBUTOR.

2. TERM: The term of the Agreement shall commence at 8:00 am on \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and shall terminate at 8:00 pm on \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, subject to the following: (a) The parties hereto may agree to the extension of the term of this Agreement for specified periods from time to time until Package is completed. (b) The term of this Agreement shall terminate immediately upon the completion of the CLIENT's project whether by lapse of time or otherwise. (c) The parties hereto may terminate this Agreement at any time by their agreement to do so in writing. (d) This Agreement may be terminated by CONTRIBUTOR, with or without cause, upon giving of fourteen (14) days prior written notice to RESELLER. If CONTRIBUTOR terminates this Agreement for any reason other than for cause, CONTRIBUTOR agrees to pay to RESELLER, as liquidated damages and not as a penalty, an amount equal to all sums paid by RESELLER to CONTRIBUTOR for CONTRIBUTOR's services under this Agreement. The parties acknowledge and agree that the actual damages sustained by RESELLER will be difficult to ascertain and agree that such repayment is reasonable. CONTRIBUTOR further agrees that upon such termination, CONTRIBUTOR shall have no recourse against RESELLER under this Agreement or in a claim for quantum meruit or based upon unjust enrichment for any costs, losses or damages otherwise sustained by CONTRIBUTOR. (e) This Contract may be terminated forty-eight (48) hours after giving of written notice by RESELLER should the CONTRIBUTOR, in the sole judgment of RESELLER, fail to properly perform the tasks required hereunder, or violate any provision of this Agreement, or if RESELLER has reasonable cause to believe that CONTRIBUTOR will not complete the required work in a timely fashion or at the request of CLIENT.

3. INDEPENDENT CONTRACTOR: It is expressly understood and agreed that CONTRIBUTOR is an Independent Contractor and not an employee of RESELLER. This Agreement is not intended to and shall not constitute, create, give rise to or otherwise recognize a joint venture, partnership or other business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth herein.

4. WORK FOR HIRE; MATERIALS: CONTRIBUTOR expressly agrees that CONTRIBUTOR shall have no ownership interest, copyright, or any other right, title or interest in or to any work products developed under this Agreement, including but not limited to computer programs, designs, documentation, drawings, flow charts, studies or the like and agrees that all of such work products shall be deemed to be 'work made for hire' and CONTRIBUTOR grants RESELLER the entire right, title and interest in and to such work products and all proprietary right therein and an unlimited, unrestricted, royalty free, fully, paid-up, exclusive license with a fight to grant sublicenses therein. CONTRIBUTOR hereby agrees and acknowledges that all materials, plans, drawings, proposals, records, notes, data, programs and equipment of every nature and description obtained by CONTRIBUTOR or created by CONTRIBUTOR in the performance of the terms of this Agreement are the property of RESELLER, and upon the demand of CLIENT or RESELLER at any time the same shall be immediately turned over to RESELLER without regard to whether the term of this Agreement has expired by lapse of time, or shall have been otherwise terminated. This provision shall include all ideas, designs, inventions or other developments or improvements conceived by CONTRIBUTOR during the term of this Agreement or within the scope of the terms of this Agreement which shall be the property of RESELLER. CONTRIBUTOR further agrees to grant to RESELLER, for valuable consideration, the sufficiency of which is hereby acknowledged, the exclusive right in ownership of all tasks outlined herein.

5. NON-SOLICITATION/NON-HIRER: RESELLER and CONTRIBUTOR each agree not to solicit, hire or otherwise engage in any manner whatsoever, directly or indirectly, any of the other party's employees during the term of this Agreement and for a period of one (1) year thereafter. The parties hereto believe that actual damages in the event of a variation will be difficult to determine and therefore, agree that either party violating this provision shall pay to the other party the sum of one year's direct salary of each employee involved as liquidated damages and not as a penalty.

6. CONTRIBUTOR'S REPRESENTATIONS: The CONTRIBUTOR further represents, covenants and binds himself to RESELLER for the following: a) CONTRIBUTOR agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents perform all the duties that may be required for the successful completion of the Package and the terms of this Agreement. Such duties shall be performed at such place or places as may be required to successfully complete the project, and shall be subject to the general direction of RESELLER. (b) CONTRIBUTOR will report to and consult with RESELLER at reasonable times and places as RESELLER may require for the purpose of reviewing the progress and the status of the Package. (c) CONTRIBUTOR will not disclose to any person, firm or corporation any information obtained from customer or RESELLER, or created by CONTRIBUTOR in the furtherance of its duties, which in any way relates to the business of RESELLER, or its subsidiaries or customers including but not limited to the names of customers and dealers, personnel records, programs, software, hardware, either during or within one (1) year of the termination of the Agreement, whether a lapse of time or otherwise, without the express written consent of RESELLER. (d) During the term of this Agreement and for a period of one year following the termination of this Agreement, CONTRIBUTOR further agrees not to engage in any business arrangement with RESELLER's Clients, customers, business associates, dealers, without the express written consent of RESELLER. (e) CONTRIBUTOR agrees that for a period of one (1) year after completion of the PACKAGE, he will provide to RESELLER remedies for problems, commonly referred to as 'bugs' found in the Package by clients, employees, or by CONTRIBUTOR himself. CONTRIBUTOR agrees to provide RESELLER with docomentation and machine readable source code of the Package as well as machine readable code of the version provided to RESELLER's clients, if not source, after each 'bug' fix. (f) CONTRIBUTOR agrees that, while this agreement is in effect and after its termination for any reason, (a) he will not copy or reproduce, in whole or in part, the Package for any purpose, that (b) he will not exhibit, furnish or make accessible the Package in whole or in part, to any person, firm, corporation or other entity other than RESELLER's clients and employees, without RESELLER's prior written consent, and that he will keep each and every part of the Package strictly and absolutely confidential. (g) CONTRIBUTOR agrees that he wil take the appropriate action by instruction to, or agreement with, his employees to satisfy his obligations not to copy, reproduce, modify, merge, divulge, exhibit, furnish or make accessible the Package or any part thereof.

7. COMPENSATION: RESELLER shall pay to CONTRIBUTOR as full and complete compensation for the PACKAGE created under this Agreement in accordance with the following standards: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Payment shall be made in accordance with the receipt by RESELLER of the related funds payable by Client to RESELLER on the schedule outlined in the Client documents reviewed by CONTRIBUTOR. Final payment shall be made within fifteen (15) days of receipt by RESELLER of the final billing, provided that CONTRIBUTOR is not in breach of any term of this Agreement. All invoices shall be submitted in duplicate. CONTRIBUTOR shall retain receipts and maintain records of all billable items, copies of which shall be provided to RESELLER from time to time upon written request. In addition to the payment above, RESELLER offers to CONTRIBUTOR, upon successful completion of this project, a royalty payment of twenty-five percent, (25%), of all subsequent sales of Package by RESELLER to end-users. This royalty payment shall endure for the life of the Package. RESELLER also offers to CONTRIBUTOR, upon successful completion of this project, first right of refusal to provide modifications for the Package. This first right of refusal for custom modifications to the Package is offered with the stipulation that CONTRIBUTOR can make such modifications are a timely manor acceptable to RESELLER.

8. INSURANCE: CONTRIBUTOR agrees to carry the following insurance for the term of this Agreement: a. Worker's compensation as required by the laws of the state in which the work is being performed. b. Comprehensive general liability and property damage insurance with bodily limits to $300,000.00 for each occcurrence and property damage limits of $300,000.00 for each occurrence naming RESELLER as an additional insured. c. Fidelity Bond for $100,000.00 for claims arising from fraudulent or dishonest acts of CONTRIBUTOR which result in losses to or claims against RESELLER. Contributor shall provide RESELLER with appropriate insurance certificates evidencing that the required insurance is in effect.

9. ENFORCEMENT: The terms, provisions and covenants of this Agreement may be enforceable in law or in equity, and shall be governed by the laws of the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In any proceeding to enforce the terms of this Agreement or the damages resulting from its breach, the prevailing party shall be entitled to recover, as part of its damages, its reasonable attorney's fees and costs. (Arbitration of disputes should be given serious consideration.)

10. INDEMNIFICATION: The CONTRIBUTOR agrees to indemnify and hold RESELLER, its employees and agents, harmless from any and all claims, judgments, losses or damage to property or injury caused directly or indirectly by the tasks performed by the CONTRIBUTOR in fulfilling the terms of this Agreement, or arise directly or indirectly out of the performance hereunder by CONTRIBUTOR. This indemnification includes the agreement by the CONTRIBUTOR to indemnify and hold RESELLER harmless for the failure or refusal of CONTRIBUTOR to thoroughly complete any services undertaken by CONTRIBUTOR pursuant to the terms of this Agreement, and shall be binding upon the CONTRIBUTOR, his executors, administrators, heirs and assigns. (CONTRIBUTOR should consider reciprocal provision.)

11. NOTICE: Notice under this Agreement shall be in writing and may be given in person or by mail. If notice is given in person it shall be by personal delivery, and shall be considered given upon delivery. If notice is given by mail, it shall be by first class mail, postage prepaid, and considered given two (2) business days after deposited in the mail. The address for giving notice shall be that shown for the party on the signature page of this Agreement. The place of giving notice may be changed by complying with the requirements of this paragraph.

12. ASSIGNMENT: CONTRIBUTOR may not assign its interests under this Agreement except upon the express written authorization of RESELLER. Any attempt by the CONTRIBUTOR to assign in contravention of the terms of this paragraph shall work an immediate suspension of RESELLER's obligation to pay pursuant to the terms of Paragraph 6 hereof, but shall not release the subcontractor from the obligation to perform its duties.

13. ENTIRE AGREEMENT: This written Agreement shall constitute the entire agreement between the parties and no variance or modification shall be valid or enforceable except by a supplemental agreement in writing.

14. SEVERABILITY: Should any provision of this Agreement be found invalid or unenforceable, the Agreement shall be construed as if that provision were deleted, and all remaining terms and provisions shall be enforceable in law or equity in accordance with their terms.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates set out hereinafter. For convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects similar to each other and which shall be deemed complete so that any one may be introduced in evidence or for any other purpose without the production of the other counterparts.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

CONTRIBUTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESELLER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_