

Sandelman Software Works  
470 Dawson Avenue  
Ottawa, ON  
K1Z 5V7

sales@sandelman.ottawa.on.ca  
CONTRACT#200109

September 6, 2001

Carlos Losano, Director of Application Engineering  
Solidum Systems Corporation  
1575 Carling Avenue  
Ottawa, ON  
K1Z 7M3

Dear Mr. Losano,

**Re: Consulting position**

This letter represents an open contract between Solidum Systems Corporation and Sandelman Software Works Corporation. This is an open ended contract for consulting work, of an unspecified duration, and of an unspecified nature.

It is understood that Solidum Systems Corporation is seeking consultations with Michael Richardson, Chief Scientist of Sandelman Software Works.

It is under the following terms that short term tasks will be agreed to. The short term tasks will be communicated by email and/or telephone, and will specify duration and precise nature of work.

These terms are as follows:

1. Term. This agreement come into effect on \_\_\_\_-\_\_\_\_-\_\_\_\_.  
This greement will expire on September 1, 2002, unless extended by mutual agreement. As the work is of an occasional nature, should a period of 10 weeks occur with no activity, then the agreement may be considered to have lapsed by either party.  
Either party may terminate this agreement with 2 weeks prior written notice.  
In the event of termination, all invoices will be paid for services rendered through the date of termination.  
Invoicing will be on 30 day intervals with payment net 15.
2. Work time and location. The consultant works primarily from the offices of Sandelman Software Works. Work done at these offices will be billed by the hour.

Should in-person meetings be required in Ottawa, the consultant will bill in half-day increments.

Should travel be required, the consultant will bill one-day increments, with a minimum billing of two days. Travel expenses will be agreed to beforehand, and will be invoiced.

3. Documentation Format. It is anticipated that much work will require exchange or review of documents. The preferred format for documents is Latin-1 character set ASCII.
4. Compensation. The consultant will invoice according the following rates:
  - (a) Hourly. A rate of \$100/hour (CDN) will be charged.
  - (b) Half-Day. A rate of \$500/half-day (CDN) will be charged.
  - (c) Daily. A rate of \$1000/day (CDN) will be charged.
5. Task assignment. The task assignment will use a three-way handshake. The contractee (Carlos Losano) will communicate his needs to the consultant by electronic mail. A pointer (URL) to any required resources should be provided. An anticipated completion date will be required. The number of hours of consultant time to be authorized should be specified. The consultant (Michael Richardson) will acknowledge receipt of the email, agree or disagree that the allotted time is acceptable, and whether or not the work can be done by the date specified. Please allow 3 business days for acknowledgement. In most cases it will occur the same day. The contractee will then acknowledge any changes.

Enclosed is a copy of this agreement for your records. Please sign and date the original and return it to this office. If you have any questions, please contact me.

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Peter Rose

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Michael Richardson