

CSS INTERNATIONAL, INC. - SUBCONTRACTOR AGREEMENT

THIS AGREEMENT, made this ____ day of ____, by and between CSS International, Inc., a South Carolina corporation, having its principal place of business at 115 River Landing Drive, Charleston, South Carolina 29492 (hereinafter referred to as "CSS"), and _____, whose principal business address is _____ (hereinafter referred to as "Subcontractor").

WITNESSETH:

WHEREAS, CSS specializes in the design, implementation and support of computer applications, including, without limitation, the installation of certain software products developed by Oracle, JD Edwards, PeopleSoft, or other partners; and

WHEREAS, Subcontractor has significant expertise and abilities with respect to computer systems generally and, specifically, with respect to software systems developed by _____ (partner); and

WHEREAS, CSS desires to engage Subcontractor to act as an independent contractor in the installation of software products for CSS customers on the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

- 1. Engagement of Subcontractor:** CSS hereby engages Subcontractor to act as an independent contractor in the installation of software products for CSS customers and Subcontractor hereby accepts such engagement with CSS on the terms and conditions set forth herein. While either party may terminate this Agreement at any time by written notice to the other party, the Subcontractor will endeavor to provide at least two (2) weeks prior notice of any termination by Subcontractor. At the time of termination, any property of CSS or its customers in Subcontractor's possession shall be returned.
- 2. Duties and Responsibilities:** Subcontractor will provide diligently, competently and to the best of his/her ability such technical and advisory services as shall be necessary, appropriate or desirable to install software at CSS customers' locations. Subcontractor shall devote such time to the performance of such services as shall be necessary, to cause software installations to be completed within time frames agreed upon by CSS and its customers. Subcontractor within such time frames shall have the right to determine its own work schedule and the manner in which it shall perform its duties.
- 3. Payment for Services:** Subcontractor shall maintain complete and accurate records of his/her actual time devoted to the performance of services pursuant to its Agreement and shall submit invoices for his/her time to CSS on a weekly basis. CSS shall pay Subcontractor the hourly rate stated in the current Statement of Work, with such payment to be made every other Friday during the term of this Agreement. Reimbursement of travel expenses shall be in accordance with the policy of CSS, which may be changed from time to time. Subcontractor will not be eligible for travel expenses when the assignments are in the same town the Subcontractor resides. Travel and other advances made to Subcontractor may be withheld/repaid from amounts due Subcontractor hereunder.
- 4. Relationship of Parties:** Subcontractor is engaged only for the purposes and to the extent set forth in this Agreement and his/her relationship to CSS shall be that of an independent contractor. Subcontractor acknowledges this status and agrees that it will not take any legal or tax position inconsistent therewith. Moreover, Subcontractor shall be responsible for all tax liabilities arising from payments made to Subcontractor hereunder. Nothing in this Agreement shall be construed as establishing a partnership or joint



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venture between the parties hereto.

5. Non-Competition: During the term of Subcontractor's service under this Agreement and for a period of twelve months thereafter, Subcontractor shall not directly or indirectly compete with CSS for business or solicit any computer related business from any company which was a customer of CSS that was introduced to Subcontractor by CSS during the term of Subcontractor's agreement with CSS. Subcontractor agrees the violation of this prohibition against competition could do irreparable harm to CSS and agrees that injunctive relief would be appropriate without the necessity of bond or security. Subcontractor shall not solicit or induce, or cause any other person to solicit or induce, any employee of CSS to seek, accept or obtain employment with Subcontractor, or any third party. Should Subcontractor violate the preceding sentence, then as full liquidated damages, it shall pay CSS an amount equal to one year's compensation payable to such employee.
6. Non-Disclosure: Subcontractor will not use for his/her own benefit or publish or disclose, or authorize any other person to publish or disclose, any secret or confidential knowledge, materials or information (including, but not limited to, customer lists, supplier lists, prospect lists, trade processes, technical information, trade secrets and know-how) relating to the business conducted by CSS partner products or any customer of CSS for which it is performing services.
7. Company Property: Subcontractor agrees to return company property within 10 business days following separation from the Company (regardless of the reason or circumstances for the separation).
This includes manual, CDs, computers, pagers, etc.
8. General: Except to the extent inconsistent with the express language of the foregoing provisions of this Agreement, the following provisions shall govern the interpretation, application, construction and enforcement of this Agreement.
- (a) Notices: Any notice to any party under this Agreement shall be in writing, shall be effective on the earlier of (I) the date when received by such party, or (II) the date which is three days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to the address of such party set forth herein, or to such other address as shall have previously been specified in writing by such party to all parties hereto.
- (b) Captions: Captions and paragraph headings used herein are for convenience only, are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof or to be relevant in constructing this Agreement.
- (c) Attorneys' Fees: In the event of any litigation arising out of this Agreement, the costs of such litigation, including reasonable attorneys' fees and expenses (whether incurred at or before trial or on appeal) of the prevailing party (or substantially prevailing party) shall be paid by the other party.
- (d) Confidentiality: The parties hereto agree not to disclose the substance of this Agreement or any of the transactions related thereto, without the prior consent of the other party, except as required by law or as necessary in the furtherance of the business purposes of CSS or the personal financial affairs of Subcontractor.



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(e) Other: This agreement shall inure to the benefit of and be binding upon my heirs, executors and personal representative. I may not assign this agreement.

The term "this Agreement" as used herein includes any future written amendments, modification or supplements made in accordance herewith. The Subcontractor acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supercedes all proposals oral or written and all other communications between the parties relating to the subject matter of this Agreement. The laws of the State of South Carolina will govern the interpretation and enforcement of this Agreement without regard to conflicts of law principles and venue shall be held in Charleston County, South Carolina.

Accepted by:

CSS International, Inc.

SUBCONTRACTOR

By _____

By _____

(Authorized Signature)

(Authorized Signature)

Patrick McKenzie

(Print or Type Name)

(Print or Type Name)

COO

(Title & Date)

(Title & Date)



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