

PATENT CONSULTING SERVICES AGREEMENT

This is a consulting services agreement between PatentVentures (a sole-proprietorship of Walstein Bennett Smith III, having a mailing address of P.O. Box 1668, Georgetown, TX 78627, herein PatentVentures) and _____, herein “the client.” A copy of PatentVentures standard invoice Terms and Conditions, herein the “Ts&Cs,” is attached and is considered part of this agreement. This agreement supersedes any previous agreements specifically between the two parties. It shall terminate upon the request of either of the two parties. Except as otherwise specified herein, the obligations and rights of the parties as described below shall survive the termination of this agreement. This agreement will be effective as of _____.

The client requests that PatentVentures, acting as independent general contractor of intellectual property services and not as employee to the client, provide the consulting services of:

Mr. Walstein B. Smith III (the owner of PatentVentures, herein “Mr. Smith”), having an hourly rate of \$_____; and/or

Mr. Korbin S. Van Dyke (as a subcontractor to PatentVentures, herein “Mr. Van Dyke”), having an hourly rate of \$_____;

herein “the PatentVentures professionals”;

on matters relating to _____, herein “the identified matters.”

PatentVentures makes no promises or guarantees to the client about the outcome of the identified matters or whether any resulting patents will achieve the client’s particular ends.

The client will take reasonable steps to keep PatentVentures promptly informed of any substantive change in the need for, or nature of, the consulting services. If the client desires to terminate the agreement, or otherwise suspend work, the client agrees to take all reasonable means to make confirmed contact with the PatentVentures professionals as soon as possible. The client agrees to pay for all requested services performed prior to such confirmed contact.

As compensation for the consulting services, the client agrees to pay the rates indicated above for time spent by the PatentVentures professionals, pursuant to this agreement. In addition, the client agrees to reimburse PatentVentures for reasonable and necessary out-of-pocket expenses incurred by PatentVentures at the client’s request in the performance of the consulting services and other tasks.

PatentVentures will provide the client with invoices on an incremental and ongoing basis for services performed and expenses incurred under the agreement. The client agrees to receive invoices in PDF format via electronic mail. The client will make its best effort to pay PatentVentures’ invoices promptly, nominally within 30 days of invoice receipt.

Late payments will incur a late charge in the form of simple interest at the rate of 1.5% per month on any amount that is not received by PatentVentures within 45 days of invoice receipt. If the client makes no progress in substantively reducing unpaid outstanding amounts, PatentVentures may

at its discretion suspend performance of some or all of the services and/or request to withdraw from representing the client before the PTO. PatentVentures right to collect on any outstanding payments is assignable. The client is responsible for all fees and costs incurred in order to collect late payments, whether or not the collection is performed by PatentVentures, a collection agency, or other party.

PatentVentures understands that the client may expose PatentVentures to material and information which are confidential to the client (herein "the confidential information"). The client does not anticipate the need to share with PatentVentures the confidential information of a non-party to this agreement and agrees to not share such information without prior written approval of PatentVentures.

PatentVentures represents that only PatentVentures personnel and subcontractors having a *need to know* will be given access to the confidential information and all such personnel will be under obligations consistent with this agreement. PatentVentures will use the confidential information only for the client's benefit, and will not disclose it to others without prior written approval. Furthermore, all work under this agreement shall be maintained in confidence. However, nothing in this provision restricts PatentVentures personnel from using or disclosing information they already know, is already known by technical personnel in the computer industry at large, or is available in the public domain other than through breach of this agreement. This non-disclosure obligation shall continue for five years beyond the termination of this agreement.

Any correspondence from the client (including via electronic mail), suggesting that PatentVentures file one or more patent applications, shall be considered written approval for disclosure of the corresponding subject matter to the USPTO via the application process. The client understands that the default processing of non-provisional patent applications makes all transactions concerning such applications and all information within such applications available to the public following application publication by the USPTO, nominally at 18-months from the first U.S. effective filing date claimed. The client understands that this publication process proceeds largely independent of the application examination process and completely independent of whether or not the application ultimately results in a patent.

The client understands that the PatentVentures professionals are patent agents, whose capacity to give legal advice or otherwise legally represent others is limited solely to *patent* matters *before* the U.S. Patent and Trademark Office (USPTO). The client acknowledges PatentVentures strong recommendation to obtain the advice of appropriate legal counsel in *non-patent* matters and patent matters *outside* the USPTO, herein collectively "other matters." All advice, opinions, or other services provided to the client regarding such other matters are understood to be of a technical, business, management, or other consulting nature, and do *not* constitute any form of legal advice or legal opinion. Should the client inadvisably rely upon such services in lieu of appropriate legal counsel, the client will hold PatentVentures harmless for any resulting adverse consequences.

If you are in agreement with the terms and conditions set forth above, please sign and date below.

UNDERSTOOD AND AGREED:

("The Client")

Date: _____

By: _____
(Client's Authorized Representative)

(Authorized Representative's Title)

Date: _____

Walstein Bennett Smith III
DBA, Patent Ventures

PatentVentures

MICROARCHITECTURE EXPERTS - INTELLECTUAL PROPERTY CONSULTANTS - PATENT AGENTS

INVOICE

ACCOUNT NO.	P.O. NO.	INVOICE DATE	INVOICE NO	INVOICE AMT.	PAGE NO.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES (REVISED 3-JULY-2003)

DEEMED ACCEPTANCE: These terms and conditions are subject to occasional revision. Continued use of the services subsequent to payment of an invoice with a new revised date is deemed acceptance of the revised terms and conditions.

PAYMENT TERMS: Invoices for services are payable upon receipt and considered delinquent after 30 days. Late payments will incur a late charge in the form of simple interest at the rate of 1.5% per month on any amount that is over 15 days outstanding.

NON-PAYMENT CONSEQUENCES: In addition to the above late chargers, upon lack of progress in substantively reducing unpaid outstanding amounts, PatentVentures may slow or suspend performance of some or all services to the client. The general nature of client payment histories may be reported in conjunction with enquires made by D&B (or similar companies). For patent application work: PatentVentures personnel may request to withdraw from representing the client before the PTO and certain client information may be disclosed, as "necessary to establish or collect professional fees," as provided by C.F.R. Title 35, Section 10.57(b)4.

LINE ITEM DISPUTES: Disputes and clarifications regarding individual line items are timely made within 30 days of the invoice. If one or more line items of any invoice are disputed, payment for those amounts only may be deferred pending resolution of the dispute. The balance of the invoice is still considered delinquent if not paid within the original 30 days. The line item descriptions provided are merely suggestive of the general nature of the work performed. The descriptions are necessarily abridged and are not intended or guaranteed to be a detailed, precise, or literal accounting. Likewise, the dates cited for each item, while generally correct, are not guaranteed to be accurate.

RATES, COSTS, AND EXPENSES: Quoted hourly rates are subject to annual adjustment and exclude costs and expenses. There is no daily or weekly cap on hours and multiple 24-hour days in a week are conceivable. Work is performed on an incremental and continuing basis, and no formal performance schedule or milestones need be met before the services are payable. Once performed, the services are due, payable, and non-refundable regardless of whether or not the services achieve your particular ends. Expense items may be billed asynchronously to related services. If there are third-party billing latencies, related expenses may be deferred from previous month's services. If the expense is immediately incurred, it may be passed through prior to the billing of the related services for payment in an expedited fashion. Where applicable, at its discretion PatentVentures may require the client to arrange for advance payment of PTO fees.

CONFIDENTIALITY: For patent application work PatentVentures personnel will preserve the confidences and secrets of the client in accordance with C.F.R. Title 35, Section 10.57, a copy of which has been provided to the client.

TRAVEL: For normal work within a two-hour driving distance, full-rate for the commute-time in one direction will be charged. Full-rate for the entire trip will be charged for rush work requiring evening driving (such as filings requiring a trip to a late-window-hour Post-Office). For work requiring extended driving or air travel, all travel costs and expenses are generally included and full-rate for the travel time will be charged, unless conditions permit part of the travel-time to be readily applied toward other activities/clients. For multiple activities/client air travel trips, both the travel-time and the travel expenses are pro-rated based on the days allocated to each activity/client, rounding to the nearest half-day.

UNSCHEDULED URGENT WORK (RUSH WORK): Work should normally be scheduled months in advance of any deadline. Rush work can often be accommodated, but this should not be assumed. There are also limits both on what can be accomplished and what will be taken on under a compressed schedule. (See "Risks and Responsibilities" below.) If any PatentVentures personnel must miss portions of a prepaid trip or conference in order to do rush work for you, you will be charged on a pro-rated basis for the missed portions, in addition to the services performed and expenses incurred for your rush work.

SUBCONTRACTING: While PatentVentures personnel review all work and assume responsibility, if the nature of the work permits, any and all parts of the work may be sub-contracted out. Such work will be done under confidential disclosure agreements (CDA) between the sub-contractor and PatentVentures unless the sub-contractor is inherently obligated not to disclose (e.g., the sub-contractor is another registered patent practitioner).

RISKS AND RESPONSIBILITIES: Client recognizes that most intellectual property work is inherently speculative and involves risks. There is no guarantee that a patent will issue on applications filed, that the patent office will examine the application in a timely manner or that prosecution delays/extensions will not occur, that claims of a particular breadth will be realized, that an issued patent will be found enforceable or valid, or that the services otherwise performed for you will achieve your particular ends. Furthermore, client recognizes that tensions exist between compressed schedules; standards for adequacy, robustness, & quality of the final work; and scheduling among multiple clients. Client agrees to share in the responsibility for insuring that work is satisfactorily and timely accomplished by: scheduling deadlines well in advance; providing adequate information, interaction, and cooperation; and staying in contact regarding the status of the work as deadlines approach. The use of Provisional Applications or electronic filings, while enabling filings that might not otherwise be timely, do not have long histories and pose additional risks. Sending confidential information in clear-text form over the Internet has a number of well-known risks. The use of encryption for Internet correspondence and file transfer is encouraged. Client assumes responsibility for any problems arising out of the continued use of clear-text methods.

ARBITRATION: Client agrees that any dispute relating to the professional services rendered shall be settled by arbitration with the Center of Public Resources (CPR) rules of Non-administered Arbitration of Business Disputes by a sole arbitrator. The United States Arbitration Act, 9 U.S.C. Sections 1-16, shall govern this arbitration and any court having jurisdiction thereof may enter judgment upon the award rendered by the arbitrator. If arbitration is initiated by the client, venue shall be in Williamson County, State of Texas. If arbitration is initiated by PatentVentures, venue shall be in the county of client's principal place of business. The arbitrator shall award the prevailing party its reasonable attorney's fees and costs. Neither party may commence a cause of action related to any error, act, or omission, more than one year after the error, act, or omission is discovered, or reasonably should have been discovered.

SEVERABILITY: The above terms and conditions are believed to be in compliance with all applicable laws, regulations, and rules, including the PTO Code of Professional Responsibility. Should any portion of these Terms and Conditions be found by competent authority to be void or unenforceable, such portion shall have no effect on the remaining portions hereof.

TITLE 35 OF THE CODE OF FEDERAL REGULATIONS

PRACTICE BEFORE THE PATENT AND TRADEMARK OFFICE

PART 10 - REPRESENTATION OF OTHERS BEFORE THE PATENT AND TRADEMARK OFFICE

INVESTIGATIONS AND DISCIPLINARY PROCEEDINGS

§10.1 Definitions.

Office means Patent and Trademark Office.

Practitioner means (1) an attorney or agent registered to practice before the Office in patent cases or (2) an individual authorized under 5 U.S.C. 500(b) or otherwise as provided by this subchapter, to practice before the Office in trademark cases or other non-patent cases. A "suspended or excluded practitioner" is a practitioner who is suspended or excluded under Section 10.156. A "non-practitioner" is an individual who is not a practitioner.

PATENT AND TRADEMARK OFFICE CODE OF PROFESSIONAL RESPONSIBILITY

§10.20 Canons and Disciplinary Rules.

Canons are set out in Section Section 10.21, 10.30, 10.46, 10.56, 10.61, 10.76, 10.83, 10.100, and 10.110. Canons are statements of axiomatic norms, expressing in general terms the standards of professional conduct expected of practitioners in their relationships with the public, with the legal system, and with the legal profession.

Disciplinary Rules are set out in Section Section 10.22-10.24, 10.31-10.40, 10.47-10.57, 10.62-10.68, 10.77, 10.78, 10.84, 10.85, 10.87-10.89, 10.92, 10.93, 10.101-10.103, 10.111, and 10.112. Disciplinary Rules are mandatory in character and state the minimum level of conduct below which no practitioner can fall without being subjected to disciplinary action.

[Added 50 FR 5175, Feb. 6, 1985, effective Mar. 8, 1985]

§10.57 Preservation of confidences and secrets of a client.

(a) "Confidence" refers to information protected by the attorney-client or agent-client privilege under applicable law. "Secret" refers to other information gained in the professional relationship that the client has requested be held inviolate or the disclosure of which would be embarrassing or would be likely to be detrimental to the client.

(b) Except when permitted under paragraph (c) of this section, a practitioner shall not knowingly:

(1) Reveal a confidence or secret of a client.

(2) Use a confidence or secret of a client to the disadvantage of the client.

(3) Use a confidence or secret of a client for the advantage of the practitioner or of a third person, unless the client consents after full disclosure.

(c) A practitioner may reveal:

(1) Confidences or secrets with the consent of the client affected but only after a full disclosure to the client.

(2) Confidences or secrets when permitted under Disciplinary Rules or required by law or court order.

(3) The intention of a client to commit a crime and the information necessary to prevent the crime.

(4) Confidences or secrets necessary to establish or collect the practitioner's fee or to defend the practitioner or the practitioner's employees or associates against an accusation of wrongful conduct.

(d) A practitioner shall exercise reasonable care to prevent the practitioner's employees, associates, and others whose services are utilized by the practitioner from disclosing or using confidences or secrets of a client, except that a practitioner may reveal the information allowed by paragraph (c) of this section through an employee.

[Added 50 FR 5178, Feb. 6, 1985, effective Mar. 8, 1985]