



RSI[®]

STATE GOVERNMENT
SOLUTION SPECIALISTS

RELATIONAL SEMANTICS, INC.

1185 WASHINGTON ST, NEWTON, MA 02465

WWW.RSI.COM

617.965.1700

July 31st, 2014

Gary Johnson, Consultant
7318 Bunker Hill Street
Charlestown, MA 02129

Dear Gary,

This letter agreement is to confirm certain overall terms and conditions governing services that you are providing as an independent consultant to Relational Semantics, Inc. ("RSI") in the area(s) of Software Development, Business Analysis, Functional Design, Software Testing, and Documentation Writing. Specific compensation, level of effort, and scope of work are set forth as **Attachment 1** to this letter.

Ownership of Work Products

It is understood that all work under this Agreement shall be deemed work for hire and that all work products generated by you under this Agreement shall be the property of RSI. For no additional consideration, you hereby assign to RSI any and all interest you may have in the work products generated hereunder, including any patent, trademark, or copyright interest and any moral rights you may have in the work products. At RSI's request and expense, you also agree to give RSI reasonable assistance in securing RSI's intellectual property rights, even after termination of your work for RSI.

Disclosure to RSI

You shall disclose to RSI and not to anyone else without RSI's consent, any and all work products, trade secrets, and other information relating to the operations and products of RSI's business and any and all discoveries or improvements made by you in the course of your work for RSI. At the end of this engagement, you will (i) return to RSI any materials in tangible form belonging to RSI and (ii) certify in writing that any software provided to you by RSI has either been returned to RSI or erased from the memory of your computer or made non-readable.

Confidentiality

You will keep secret and will not at any time, whether during the term of this Agreement or after its termination, disclose to any entity or use for your own benefit any trade secrets or confidential information of either RSI or RSI's customers until such time as that information enters the public domain other than by your unauthorized efforts.

Non-Competition

During the term of this Agreement and for two years after its termination, you agree that: (i) you will not accept any employment or consulting engagement with anyone else who is seeking to build or is building a case management system, electronic filing system, mobile application or any other product on which you worked while performing services for RSI; (ii) you will not yourself build and offer for sale any products competitive with those on which you worked while performing services for RSI; and (iii) you will not solicit any software services business of any kind with anyone who was a client or customer of RSI as of the date of termination of your relationship with RSI.

Termination

Either RSI or you may terminate this Agreement for any reason upon ten (10) business days' notice, but all provisions regarding confidentiality, ownership of work products, non-competition, and choice of law shall survive any termination of this Agreement.

General Terms

If you are in accord with the above terms and conditions, kindly so indicate by signing and returning one copy of this letter to me. Upon your so doing, this letter agreement will be duly executed and enforceable under the laws of the Commonwealth of Massachusetts, and shall supersede any other agreements between us relating to the subject matter contained herein.

I look forward to your participation with RSI.

Sincerely yours,



Robert A. Gorman
President

AGREED AND ACCEPTED


Signature

Gary G Johnson, developer
Name and Title

Corporation

8/8/2014
Date

Attachment 1

Level of Effort

- Hours per Week: Between 8 to 32 hours per week.
- Initial Duration: 1 Month.
- Start date: 08/08/2014.
- Additional Duration(s): By mutual agreement.
- Meetings will primarily occur at RSI's Office.
- Some meetings via telephone coupled with Remote Meeting software as needed.
- Work will mostly occur at RSI's Office.
- Some work may be done at Home by mutual agreement.
- Possible visits to Customer location in Boston, MA.

Compensation

- Hourly at \$35 per Hour.
- Total compensation for Initial Duration not to exceed \$5,000.
- RSI is not responsible for expenses other than the hourly rate for work performed.

Billing Schedule

- Log work and hours in project time tracking software (Toggl).
- Twice Monthly: Submit invoice with summary of work performed, completed, and accepted, with Payment Terms of 15 days.

Taxes

- Consultant is working independently or as a corporation and will be responsible for all taxes and filings related to compensation.
- RSI will issue a 1099 to the Consultant and report earnings to the IRS.

Scope of Work

- Primary work focus is on the Forecourt Paragon ECF Adapter (FPA).
- Learn and become PHP Unit Test knowledge expert.
- Learn the RSI's and customer's business.
- Learn the ECF 4.01 Spec, the FPA, CMS, and other related systems.
- Create unit tests for the FPA and other systems.
- Perform unit tests, quality assurance, and regression analysis on software.
- Be responsible for the overall fitness of the software suitable for production delivery.
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- Meet with customers and RSI staff to review the ECF specification and systems.
- Write the documentation as the project progresses, for RSI and customer review.
- Perform as the Business Systems Analyst, write Project Scope documents with Detailed Specifications.
- Document at a business level, and detailed technical level as needed.