

SCHEDULE "B"

CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY AND NON-COMPETITION AGREEMENT

In the course of COMANTER providing services to "The Company" or one of its affiliates, as a Consultant, COMANTER may create or be exposed to information considered confidential by "The Company" and its affiliates (collectively, "The Company" or "Company" known as the client in the given contract or SOW), or may be involved in the design or development of new products, procedures or inventions related to the business of "The Company". All such information, products, procedures and inventions are the sole property of "The Company" and COMANTER must not disclose confidential information to anyone, including family members, except for reasons strictly related to the performance of COMANTER authorized duties. In this regard, a condition of COMANTER Consulting Agreement with "The Company", dated in the Statement of Work (SOW) (the "Consulting Agreement"), is that COMANTER agree that COMANTER (referred to below as "COMANTER" or the "Consultant") have the foregoing and following obligations to "The Company". For the purposes herein, "Term" means the period beginning with the date of the execution of the Consulting Agreement with "The Company", or the date of COMANTER signature below whichever is earlier, and ending with the date of termination of the Consulting Agreement.

1. Duties. No Conflicts of Interest. In return for the compensation now and hereafter paid to COMANTER, COMANTER will perform such services for "The Company" as "The Company" may designate from time to time. During the Term of this Agreement, COMANTER will devote COMANTER best efforts to the interests of "The Company", will not engage in any activities that "The Company" determines to be detrimental to its best interests and will otherwise abide by all of "The Company" policies and procedures. COMANTER shall not engage in any business or other transaction or have any financial or other interest which is incompatible with the performance by COMANTER of the services and duties under this Agreement in the manner contemplated by this Agreement.

2. Confidential Information Defined. For the purposes herein, "**Confidential Information**" means any (a) information or knowledge disclosed to COMANTER by "The Company" or to "The Company" by COMANTER, (b) any information or knowledge COMANTER acquires in connection with COMANTER providing its services to "The Company", and (c) the

payment terms or other terms of COMANTER providing its services to "The Company". "Confidential Information" does not include information that has become available to the general public without breach of COMANTER's obligations. For example, Confidential Information includes, but is not limited to, "The Company" business plans, computer programs, source documentation, processes, financial information, customer lists, proposed and future products, marketing plans, the identities of its suppliers, customer data and software developed by or for "The Company". By further way of example, Confidential Information will not be deemed to be available to the general public merely because individual portions of the information are available to the general public, but rather only if all the material features comprising such information in combination are available to the general public.

3. Nondisclosure of Confidential Information. COMANTER shall not disclose Confidential Information to any person except to "The Company" employees with a need to know the Confidential Information or as otherwise authorized by "The Company". COMANTER may use Confidential Information only for reasons strictly related to the performance of COMANTER's authorized duties and only for the purpose of COMANTER providing its services to "The Company". COMANTER shall follow "The Company" instructions, and use no less than reasonable precautions, to protect the inadvertent disclosure of Confidential Information. If COMANTER have any questions as to whether information constitutes Confidential Information, or to whom, if anyone, inside "The Company", any Confidential Information may be disclosed, COMANTER will consult with the Vice President, Operations or other executive officer of "The Company".

4. Intellectual Property and "The Company" Intellectual Property Defined. For the purposes herein, "**Intellectual Property**" means any discovery, improvement, development, copyright, work, patent, invention (patentable or not), idea, conception, marks (including trademarks, service marks, trade dress and the goodwill associated therewith), information fixed in any tangible medium of expression (whether or not protectable under copyright laws), indicia of origin, industrial design, utility models, industrial design registration, rights of publicity, moral rights, trade secret or any intellectual or intangible property protected by the

law of any jurisdiction or governmental agency, including applications to governmental entities for protection of the foregoing. For purposes herein, “*The Company*” *Intellectual Property*” means any Intellectual Property that both:

a) is created, authored, invented, conceived, reduced to practice, developed, made or derived (collectively, “*Created*”) by or on behalf of COMANTER (alone or jointly with others) during the Term and for one (1) year thereafter regardless of the location where it was Created, and

b) meets any of the following criteria: (1) relates directly to “The Company” business; (2) relates to actual or demonstrably anticipated research or development of “The Company”; (3) results from any work performed by COMANTER for “The Company”; (4) is developed in whole or in part with “The Company” equipment, supplies, facilities, or trade secret information; or (5) is developed in whole or in part on “The Company” time.

5. Ownership. All “The Company” Intellectual Property shall be the sole property of “The Company”. COMANTER agrees that “The Company” Intellectual Property is owned solely by “The Company”. Upon the creation of “The Company” Intellectual Property, COMANTER hereby irrevocably assigns to “The Company” all right, title, and interest, throughout the world, in the “The Company” Intellectual Property including the right to: reproduce, distribute, perform, display, make, have made, modify, adapt, prepare derivative works of, make substantial alterations, use, assign, sell, license, grant sublicensing rights, lease, rent, import, transfer, collect past damages, obtain and own renewals or extensions including copyright renewals, translate into any language or otherwise exploit, in any medium whatsoever, whether now known or hereafter devised, without any accounting or any other obligation owed to COMANTER, all to the maximum extent permitted by law (hereafter, collectively, “*Exploit*”). “The Company” has sole discretion to register, enforce or protect the “The Company” Intellectual Property, including filing and controlling copyright applications and patent applications in its own name or its assignees, including continuations, continuation-in-parts, divisionals, reissues, reexaminations or any other patent application which claims the benefit of the filing date of a patent or application assigned to “The Company”. COMANTER acknowledges that it retains no rights to any “The Company” Intellectual Property.

6. License. If COMANTER is prohibited by law from assigning particular “The Company” Intellectual Property to “The Company” or has the right by law not to assign particular “The Company” Intellectual Property to “The Company” contrary to COMANTER’s obligations hereunder, then in addition to any other rights that “The Company” may have, COMANTER hereby grants “The Company” and “The Company” designees an exclusive (or non-exclusive to the extent exclusivity is unavailable), royalty-free, fully paid up, worldwide, irrevocable, transferable, sublicensable through multiple tiers of sublicensees) and perpetual license under such “The Company” Intellectual Property to Exploit such intellectual property the maximum extent permitted.

7. License of Prior Innovations. If COMANTER provides, incorporates, permits to be incorporated or recommends that “The Company” implement a product, process or any other Intellectual Property that is covered by a patent, trademark, copyright, moral right, mask work, trade secret or other Intellectual Property right owned or controlled by COMANTER (collectively, the “*Prior Innovations*”), then COMANTER hereby grants “The Company” and “The Company” designees an exclusive (or non-exclusive to the extent exclusivity is unavailable), royalty-free, fully paid up, worldwide, irrevocable, transferable, sublicensable through multiple tiers of sublicensees) and perpetual license to Exploit all patent, trademark, copyright, moral right, mask work, trade secret and other Intellectual Property rights relating to such Prior Innovations.

8. Protection and Cooperation. “The Company” may take those steps as it deems fit to register, enforce or protect the “The Company” Intellectual Property. COMANTER agree to perform, during and after the Term of this Agreement, all acts that “The Company” deems necessary or desirable to permit and assist “The Company”, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Intellectual Property and/or “The Company” Intellectual Property as provided to “The Company” under this Agreement. If “The Company” is unable for any reason to secure COMANTER signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Intellectual Property and/or “The Company” Intellectual Property as provided under this Agreement, COMANTER hereby irrevocably designate and appoint “The Company” and “The Company” duly authorized officers and agents as COMANTER agents and attorneys in fact to act for and on COMANTER behalf and instead of COMANTER to

take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Intellectual Property and/or "The Company" Intellectual Property, all with the same legal force and effect as if executed by COMANTER. The foregoing is deemed a power coupled with an interest and is irrevocable.

9. Records. COMANTER agrees that all Intellectual Property Created by COMANTER shall be promptly and fully disclosed to "The Company" as soon as possible, whether or not COMANTER believes such Intellectual Property is subject to this Agreement, to provide a permanent record thereof and to permit a determination by "The Company" as to whether or not the Intellectual Property should be considered "The Company" Intellectual Property.

10. IP Application Notice. COMANTER shall provide "The Company" with notice and a copy of any patent application or copyright application of which COMANTER is aware that discloses an invention or work created by or on behalf of COMANTER during the Term. COMANTER shall also provide "The Company" with notice and a copy of any patent (or copyright application) both naming COMANTER as an inventor (or author) and filed during the Term or two years thereafter in order to allow "The Company" to determine whether the application contains Intellectual Property. The rights and obligations of this Section continue after the Term.

11. Non-Competition. COMANTER agree that COMANTER services to "The Company" are unique, extraordinary and give COMANTER access to Confidential Information of substantial importance to "The Company". Accordingly, during the Term and for a period of two years thereafter, COMANTER shall not directly or indirectly run, operate, control, be employed by, be retained by, provide services to, consult with, hold an interest in or participate in the management, operation, ownership or control of any business if such business is:

- a) in competition with "The Company";
- b) engaged in the manufacture, sale, research, development or licensing of products or systems functionally similar to products offered by "The Company", including resource allocation and management software; or

c) engaged in the reasonably anticipated planned product developments of "The Company" as of the end of the Term.

COMANTER will not violate this Section 11 solely by owning less than 5% of the publicly traded stock of a competing business. COMANTER hereby acknowledge that due to the nature of "The Company" business, there is no restriction on the geographical scope of COMANTER non-competition obligations to "The Company". COMANTER acknowledge that "The Company" competes on a worldwide basis and that the geographical scope of these limitations is reasonable and necessary for the protection of "The Company" trade secrets and other Confidential Information. COMANTER further acknowledge that if a court of competent jurisdiction finds this non-competition provision invalid or unenforceable due to unreasonableness in time, geographic scope, or scope of the business, then such court will interpret and enforce this provision to the maximum extent that such court deems reasonable.

12. No Raiding. COMANTER agrees that it will not at any time during the Term, nor for a period of one year following the Term, directly or indirectly, without permission of "The Company": (a) solicit any of "The Company" employees for any business purposes, (b) solicit any of "The Company" clients, whose names became known to COMANTER through or as a result of COMANTER's relationship with "The Company", for any purposes or (c) solicit, encourage, or cause others to solicit or encourage, such employees or clients to discontinue or alter their relationship with "The Company". During the Term of this Agreement with "The Company" and after the termination thereof, COMANTER also agree that COMANTER will not disparage "The Company", its products, services, agents or employees.

13. No Knowing Infringement. COMANTER agrees not to knowingly use Intellectual Property, implement a product or process, or knowingly provide, recommend or allow "The Company" to implement a product or process, that (a) infringes or misappropriates a third party's intellectual property rights (including a previous employer's trade secrets or copyrights); (b) is subject to third party licenses unless COMANTER clearly and conspicuously notifies "The Company" in writing of such license prior to implementation; or (c) contains a feature intended to fully or partially disable the process or product (including software "time bombs") or access the "The Company" restricted information (including "back door" passwords).

14. No Violation of Rights of Third Parties. During the Term, COMANTER hereby agree that COMANTER will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by COMANTER prior to COMANTER providing services to "The Company" or (b) disclose to "The Company", or use or induce "The Company" to use, any confidential or proprietary information or material belonging to any previous client or any other third party. COMANTER acknowledge that COMANTER are not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent COMANTER from complying, with this Agreement.

15. Other Agreements. COMANTER hereby agreement that COMANTER will not (a) reveal, disclose or otherwise make available to any person any "The Company" password or key, whether or not the password or key is assigned to COMANTER or (b) obtain, possess or use in any manner an "The Company" password or key that is not assigned to COMANTER. COMANTER will also use COMANTER best efforts to prevent the unauthorized use of any laptop or computer, peripheral device, software or related technical documentation that "The Company" issues to COMANTER, and COMANTER will not input, load or otherwise attempt any unauthorized use of software in any "The Company" computer, whether or not such computer is assigned to COMANTER.

16. Agreement Terms Confidential. COMANTER hereby agree to keep the payment terms and other terms of the Consulting Agreement strictly confidential, and not to disclose them to anyone, including other advisors to "The Company", or to its employees, except to COMANTER spouse or partner, tax advisors, and lawyers, provided COMANTER first obtain their agreement to keep the terms confidential.

17. Moral Rights. COMANTER irrevocably waive all moral rights that COMANTER may have now or in the future with respect to "The Company" Intellectual Property, including, without limitation, any rights COMANTER may have to have COMANTER's name attributed with the "The Company" Intellectual Property, any rights COMANTER may have to prevent the alteration, translation or destruction of the "The Company" Intellectual Property, and any rights COMANTER may have to control the use of the "The Company" Intellectual Property in association with any product, service, cause or institution. This waiver may be invoked by "The Company", and by any of its

authorized agents or assignees, in respect of any "The Company" Intellectual Property.

18. Survival; Return of Materials. **COMANTER's obligations with respect to Confidential Information, and "The Company" ownership of the "The Company" Intellectual Property, continue beyond the Term and termination of the Consulting Agreement and remain intact regardless of the basis of termination, as does any other right or obligation which expressly or by its nature survives termination.** Prior to the end of the Term or at any time upon "The Company" request COMANTER must immediately turn over to "The Company" all materials (including, without limitation, documents, drawings, papers, diskettes and tapes) containing or disclosing any Confidential Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, digital assistants or similar items or devices that "The Company" has provided to COMANTER or that are otherwise in COMANTER's possession or control. Upon request, COMANTER will provide "The Company" with a written certification of COMANTER's compliance with the obligations under this Section.

19. Relief. COMANTER recognizes that money damages will not be an adequate remedy for any breach or threatened breach of COMANTER's obligations hereunder and therefore agrees that in addition to any other remedies available hereunder, by law or otherwise, "The Company" shall be entitled to obtain injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate) to redress such breach.

20. Construction. As used herein, the word "including" or any variation thereof means "including but not limited to." These provisions shall be fairly interpreted in accordance with its terms and without any presumption in favor of or against either "The Company" or COMANTER regardless of the drafter.

21. Severability. In the event that any provision in this Agreement is deemed illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permissible by law and the offending provision shall be deemed replaced, to the fullest extent possible permissible by law, with a provision which most closely reflects the purpose of the invalid provision.

22. Governing Law; Forum. This Agreement will be governed by the laws of the United States of America in

St. Johns County, Florida. "The Company" and COMANTER each irrevocably consent to the exclusive jurisdiction of the federal and of the appropriate jurisdiction.

23. Entire Agreement. This Agreement represents COMANTER's entire understanding with "The Company" with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

COMANTER certifies and acknowledges that he/she has carefully read all of the provisions of this Agreement and that it understands and will fully and faithfully comply with such provisions.

"THE COMPANY"

"CONSULTANT"

"THE COMPANY"

COMANTER CONSULTANTS LLC.

By: _____

By: _____

Title _____

Title: President

Dated: _____

Dated _____