

Request for Quote (RFQ)

Deep Web Technologies, Inc.

September 8th, 2009

CSS & Graphics Themes

Proposals Due: September 15th, 2009 (Noon, MST)

Decision by: September 16th, 2009

Time Period of Contract:
September 16th, 2009 to October 16th, 2009

Abstract & Introduction:

Deep Web Technologies, Inc., (hereinafter “DWT”) develops federated search technology to enable its clients to “search the deep web.” It has been in business for over 8 years, delivering highly sophisticated and custom solutions to its Clients, including the DOE, DOD, Intel, Boeing, Stanford University, George Mason University, and many others. Its technology is available publicly at a number of websites, including www.scienceresearch.com, www.scitopia.org, www.science.gov, www.worldwidescience.org, www.mednar.com and www.biznar.com.

Federated search represents technology that searches many other search engines at the same time. The challenge is delivering results to users who expect Google-like response. Federated search is often used to query older, dilapidated, proprietary and/or slow databases. It must wait for responses from all search engines, before generating its list of results (because it removes duplicates and ranks the results).

DWT is migrating its business from quasi-custom solutions to Software-as-a-Service (SaaS). Clients will be able to create their own deep web search portals in a matter of seconds, versus having to wait weeks for a solution. As part of this offering, DWT Clients will also be able to select and modify “themes,” with the intention of better representing their brand or particular look-and-feel preferences.

To this effort, we seek up to four (4) unrelated design firms or individuals (hereinafter “Designers”), who can take basic HTML and create/deliver the CSS and graphic files for their theme. This RFQ is meant to help DWT select those four Designers, based on a number of factors, which are outlined within this RFQ. Because of the time limitations, one important consideration is the Designers’ willingness to meet our timeframes.

If you are not accepted, or you are too busy during the timeframe for this project, please let us know of your willingness to accept work in the future. It is our intent to commission new themes regularly, from outstanding Designers, to add to our collection of available themes for our Clients. Also, in the 2nd quarter of 2010, themes will be expanded to include basic content management and editing of partials within the HTML (i.e. to control how the actual HTML appears in the results page).

Scope of Project:

If you are selected for this project, we will notify you by email on September 16th, 2009, and include within that email, the actual HTML for the following:

- Basic search
- Advanced search
- Results page
- Admin interface

The “raw pages,” without significant design work applied, are displayed in Attachment A, Screen Shots.

These pages (except for the admin interface) are currently available at any of our publicly available deep web portals, including but not limited to the links provided on the first page of this RFQ. Note that our website (www.deepwebtech.com) and our blog (www.deepwebtechblog.com) contain, from time-to-time, links to other publicly available deep web portals.

We want you to create and deliver to DWT the (a) CSS and (b) graphics of your theme, for each of the pages listed above.

We want your theme to be based on the rigors and concepts behind CSS Zen Garden (www.csszengarden.com), in that our intent is for Clients to quickly select from one theme to the

next, without any effort other than clicking on a link. Our system will, obviously, select the proper CSS files and reference the appropriate graphics.

Because this is a new system, and this is the first time we're trying to work with themes, we suspect our HTML may need some revisions to enable you to fully reference the right collections of objects within the page. This means we hope some iterations and collaboration will occur between our team and yours, as we better tailor our HTML and you better craft your theme throughout the timeframe of this project.

Theme Design Preferences:

Our Clients are professionals (i.e. scientists, librarians, lawyers, doctors, researchers, etc), and our "deep web search portal" technology is used primarily as a research tool. Therefore, we're not looking for outlandish, graphic heavy or designs that deviate from our core clientele (professionals doing research).

Designs should be created with an emphasis on clean lines, easy-on-the-eyes, and highlighting important content. Usability is key, although we recognize your ability to address this will be limited, given you are only doing CSS and graphics.

Google, as everyone is familiar with, represents a very simple and clean UI. We recommend you look at your favorite search engine and web-based research tools for inspiration, yet introduce your own sense of creativity to develop a design you think will appeal to our core. Web 2.0 inspired designs are preferred.

Run several searches at our publicly available websites, and examine the results. There are two result passes: A first pass in the first few seconds (representing partial results from the faster search engines), and a second pass once we have received all results (or some of the other search engines have timed-out). Look at "Source Status" or "Collection Status" on the results screen, which provides some level of feedback to the user.

We wish to avoid significant animation or flash-based designs, although we see some benefit to some level of animation to represent status, search progress, and collection status.

RFQ Response Mechanics:

Please send your proposals to:

Larry Donahue
COO & Corporate Counsel
Deep Web Technologies, Inc.
505-820-0301 x242
LDonahue@deepwebtech.com

Our ***preference is electronic submission***, so please don't feel pressured to look up our physical address and drop anything in the mail.

Deadline for submission: Noon (MST), September 15th, 2009.

Fees and Expenses: We are open to time and materials or flat-fee arrangements, whatever your standard practice or comfort level. If you provide time and materials, please indicate an hours-estimate (it can be a range). For any pricing option, please detail your assumptions and caveats.

Note that we will judge and rank the four (4) designs received from each of the Designers, and we will issue a \$2,000 bonus to the design ranked #1, and a \$1,000 bonus to the design ranked #2 – above and beyond the agreed upon standard pricing. We will not reimburse you for any expenses, except for *preapproved image stock purchases*, provided that (1) you furnish us with the appropriate documentation that allows us to enforce our ownership of those images, for their intended use, and (2) the image license allows us to use those images in “web-based templates.”

General Contractual Terms: Please see our attached Independent Contractor Agreement, which will govern the legal terms and conditions of this engagement. Note that we require your work be original and that you convey full rights and title of your design to us. You may use image stock, provided you approve it with us first, and the license purchased allows for their use in “web-based templates.”

Questions for this RFQ: Please email LDonahue@deepwebtech.com with any questions. We will turn around an answer to you within 24 hours or less, although we will also publish all incoming questions (and their answers) on our blog for the benefit of everyone else.

Selection Process: We will notify you close-of-business, September 16th, 2009. We may contact you during September 16th, 2009, to ask questions. Once we notify you of our decision, we will also send you the relevant HTML files, as well as a completed Independent Contractor Agreement. You will need to sign the Independent Contractor Agreement before starting work and before you can expect any form of payment from us.

Response Checklist:

Please include the following components in your proposal (or response to our RFP):

- You or your firm's name and full contact information;
- Credentials, qualifications and background;
- Examples of previous work, especially as it may relate to this RFQ;
- Your fees, along with any / all assumptions and caveats;
- References, if any;
- A certification by you, that you understand:

- 1) Our deadlines are critical, and you must therefore complete your design (to our satisfaction), by close-of-business, October 16th, 2009. Any late designs forgo the potential to receive a bonus.
- 2) Your work must be original, and you understand that this is a “Work Made for Hire” under U.S. Copyright law, and that we will own all rights and title to the work you submit to us.
- 3) You will not use 3rd party work or images, except as pre-approved by DWT, and then only as provided within this RFQ and the attached Independent Contractor Agreement.

Selection Criteria:

We will evaluate incoming proposals based on the following criteria:

- Overall cost;
- Relevance and professionalism of the examples of previous work;
- Your perceived creativity, and ability to deliver a great product given our core clientele;
- References, if any;
- Our comfort you can meet our deadlines;
- And, our belief we can foster a strong, long-term relationship with you, so we can send more work to you over the next few months and years.

ATTACHMENT A
Screen Shots

Deep Web Technologies, Inc.

Logged in as: admin admin
Account: DWT [Logout](#)

[Search](#) [Setup](#)

[Basic Search](#) [Advanced Search](#)

[Search](#) [Setup](#)
© Deep Web Technologies

Figure 1. Basic Search Page.

Deep Web Technologies, Inc.

Search

Setup

Logged in as: admin admin

Account: DWI

Logout

Advanced Search

Basic Search

Full record

Title

Author

Source

Summary

Affiliation

Match

all

☒ Select all

☒ Agricola articles
 ☒ Wall street Journal
 ☒ Slidehar
 ☒ Energy citations database
 ☒ Us patent & trademark office database
 ☒ Lurekalert
 ☒ New england Journal of medicine
 ☒ Pubmed
 ☒ Reuters
 ☒ Google news
 ☒ Cern document server
 ☒ New york times
 ☒ Agricola articles

Search

Search

Setup

© Deep Web Technologies

Deep Web Technologies, Inc.

Search Setup

Search Results

Full record

Topic

- ☒ Biodiesel Fuel(27)
- ☐ Produced(23)
- ☐ Oil(19)
- ☐ Soybean Cultivar(1)
- ☐ Biodiesel Plant(16)
- ☐ Production(11)
- ☐ Method(10)
- ☐ Biodiesel Industry(7)
- ☐ Process(6)
- ☐ Power(6)
- ☐ Compositions(6)
- ☐ Organic(5)
- ☐ Fatty Acids(1)
- ☐ Formula 3(2)
- ☐ Kayaking And Biodiesel Cooperatives (2)
- ☐ Review(2)
- ☐ Grant(2)
- ☐ Tariffs(2)
- ☐ Announces(2)
- ☐ Partial(2)
- ☐ Polyunsaturated(2)
- ☐ Starts(2)
- ☐ Store(2)
- ☐ Friends(2)
- ☐ Published(2)

This search is still running. [Get more results](#)

Displaying 1 to 50 of 134 results
Jump to: [1](#) [2](#) [3](#) > >>

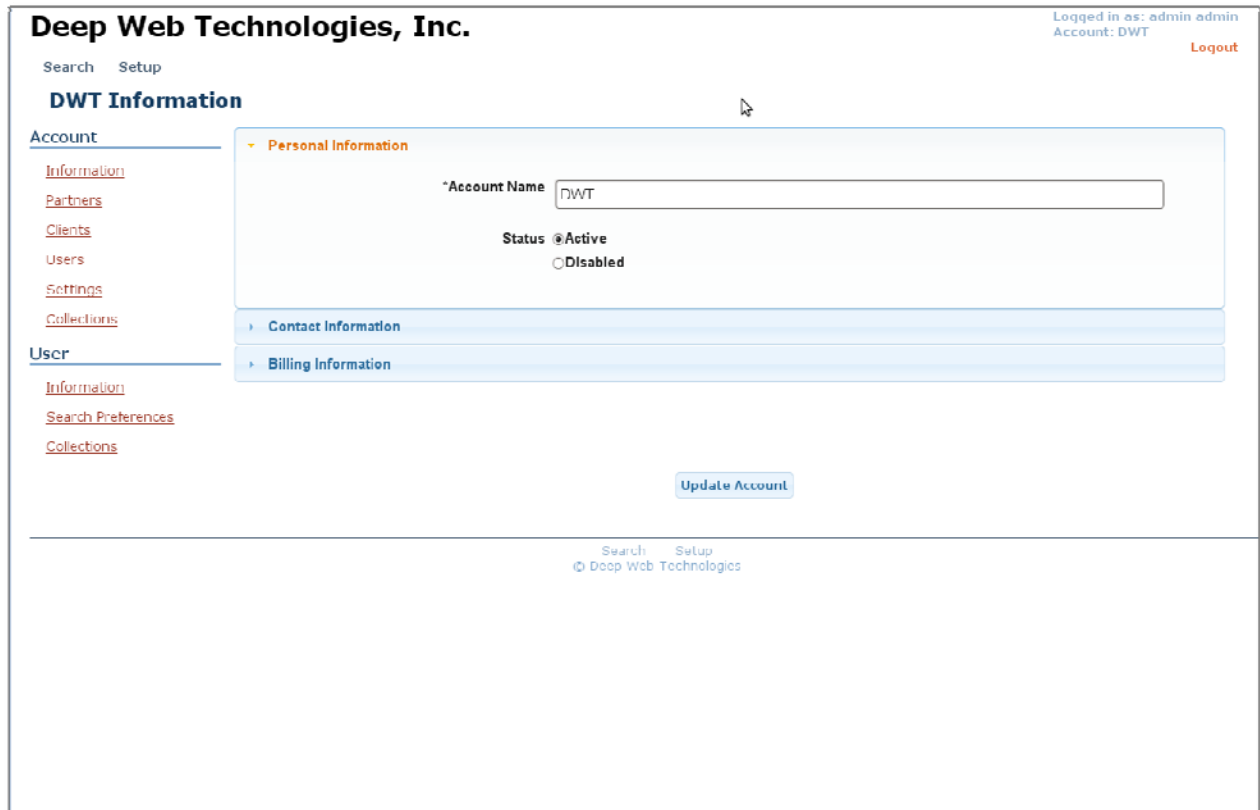
Sort by Display per page

Source	Count	Time
AGRICOLA Articles	0	
AGRICOLA Articles	0	
CERN Document Server	3	4701
Energetics Database	0	
bioRxiv	3	4504
Google News	30	766
New England Journal of Medicine	0	4563
New York Times	47	4144
PubMed	0	
Reuters	0	
Sideline	1	2448
US Patent & Trademark Office Database	50	3211
Wall Street Journal	0	80

Biodiesel
96%

Biodiesel refers to a vegetable oil- or animal fat-based diesel fuel consisting of long-chain alkyl (methyl, ...
SIDEBAR-WIKIPEDIA/
[Green biodiesel](#)

79%
DEFAULT-USPTO
Biodiesel Gains Traction
76%
The Morning News
It's what's going into the gas tank, as more and more **biodiesel** replaces petroleum-based fuel. The university has been experimenting with **biodiesel** over the ...
DEFAULT-GOOGLENEWS
[Biodiesel powers Kid Rock's beer](#)
73%
San Jose Mercury News
Back In 2007, the Michigan Brewing Co. switched to **biodiesel** to power the steam generator that produces its beers.
I find it interesting that the company's ...
DEFAULT-GOOGLENEWS
[Biodiesel bike starts around Ozark](#)
72%
ABC Online
Paul Carter approached Adelaide University, which had already won a competition with its **biodiesel** motorbike. Senior lecturer Dr Colin Kestell says the ...
DEFAULT-GOOGLENEWS
Biodiesel is touted As fuel of the future
71%
...about to begin a pilot program using another option, **biodiesel**. And the town of Brookhaven, which was already using **biodiesel**, is expanding its use of it. In the United States, **biodiesel** is usually made from soybeans, but can be made from...



ATTACHMENT B

Independent Contractor Agreement

This Contractor Agreement (hereinafter "Agreement") made this _____ day of _____, 2009, (hereinafter "Start Date") by and between Deep Web Technologies, Inc. (hereinafter "Deep Web Technologies") located at 301 Guadalupe St., Suite 201, Santa Fe, NM 87501 and _____, located at _____ with a tax id of _____ (hereinafter "Contractor").

PREAMBLE

The parties desire to enter into an agreement whereby Contractor will make its professional capabilities and expertise available to Deep Web Technologies and will assign to Deep Web Technologies full ownership rights in any Work Product created by Contractor pursuant to this Agreement (hereinafter "Engagement"). It is expressly understood and intended by the parties that there will exist an independent contractor relationship between Deep Web Technologies and Contractor.

Deep Web Technologies has, in its business, developed commercially valuable, technical, and non-technical information, the safeguarding of which, by holding the same secret and confidential, is necessary, and Deep Web Technologies must be protected from the divulgence by Contractor either directly or indirectly of any such information.

IN LIGHT OF THE FOREGOING, IT IS HEREBY AGREED AS FOLLOWS:

ENGAGEMENT

1. Deep Web Technologies does hereby engage Contractor, and Contractor accepts engagement by Deep Web Technologies, subject to all the terms and conditions hereinafter set forth. The parties expressly acknowledge and understand that Deep Web Technologies is engaging Contractor solely for the purpose of acting as an independent contractor, and Contractor shall hold himself/herself out, in any and all dealings with Deep Web Technologies' clients only as a representative of Deep Web Technologies, and then only in accordance with the terms and conditions of this Agreement. Contractor shall have no right or authority to assume, create or impose any obligation, liability or responsibility, whether expressed or implied, on behalf of Deep Web Technologies, except as expressly provided in this Agreement.

COMPENSATION

2. Deep Web Technologies shall pay to Contractor a fee for its services hereunder, and Contractor shall accept as its compensation therefore:
 - (a) From Start Date until terminated, _____. Compensation will be paid to Contractor within thirty (30) days, or less, after Contractor provides an invoice for services rendered. If paid by the hour, Contractor shall submit a timesheet signed by Contractor along with its invoices, which shall include a daily description of activities performed on behalf of Deep Web Technologies for the relevant billing period. Deep Web Technologies will provide Contractor a blank copy of the appropriate timesheet, if requested.

Except for the compensation described above, Contractor agrees that he/she shall not be paid any other or further compensation or benefits of any kind for the services which he/she renders for, or in conjunction with, Deep Web

Technologies and its clients, unless specifically agreed to in writing by both parties. Neither Contractor nor any of Contractor's employees, partners, agents, or representatives shall be entitled to any rights or benefits which Deep Web Technologies provides to its own employees, nor shall they be considered employees for any purpose whatsoever.

Except as provided further herein, Deep Web Technologies will not reimburse Contractor for any expenses. Deep Web Technologies will provide no training, tools, equipment or other materials to Contractor unless the Contractor is performing work on the premises of Deep Web Technologies, in which case Deep Web Technologies will allow Contractor to use Deep Web Technologies company property during the term of the assignment but will not purchase or reimburse Contractor for special equipment or software needed uniquely for this assignment.

OWNERSHIP OF WORK PRODUCT

3.

- (a) Contractor and Deep Web Technologies expressly agree that all Work Product conceived, discovered, created, developed, or produced by Contractor pursuant to this Agreement, including, without limitation, all software, code, databases, methods, processes, uses, devices, inventions, systems, designs or configurations, graphics, images, photographs, illustrations, of any kind, and all embodiments and fixations thereof, and all related documentation and any improvements thereon (hereinafter "Work Product"), shall be owned exclusively by Deep Web Technologies.
- (b) Contractor and Deep Web Technologies further expressly agree and intend that all copyrightable Work Product created by Contractor pursuant to this Agreement that can be considered a "work made for hire" within the meaning of the United States Copyright laws, as effective and in force on Start Date, shall be considered such a "work made for hire". Contractor hereby assigns to Deep Web Technologies, in perpetuity, full rights comprised in the copyright in all copyrightable Work Product created by Contractor pursuant to this Agreement which cannot be considered, or is deemed by a court of competent jurisdiction not to be, a "work made for hire."
- (c) Contractor agrees to assign to Deep Web Technologies full ownership for all rights, title, and interest in Work Product. The provisions of this paragraph 3(c) shall not apply to any invention for which no equipment, supplies, facilities, or trade secret or other confidential or proprietary information of Deep Web Technologies was used and which was developed entirely on Contractor's own time, unless (i) the invention relates to the business of Deep Web Technologies or to Deep Web Technologies' actual or demonstrably anticipated research or development or (ii) the invention results from any work performed by Contractor for Deep Web Technologies.
- (d) Contractor further agrees to assign to Deep Web Technologies full ownership for all rights, title, and interest, including all copyright and patent rights, in and to all Work Product conceived, discovered, created, developed or produced by Contractor within one (1) year after termination of this Agreement, which (i) relates to the business of Deep Web Technologies or to Deep Web Technologies' actual or demonstrably anticipated research or development or which results from any work performed by Contractor for Deep Web Technologies, and (ii) embodies or is based upon any confidential or proprietary information which was acquired from Deep Web Technologies or its client(s) during Contractor's engagement by Deep Web Technologies.
- (e) Nothing in this Agreement shall be interpreted to convey an interest, right or permission to use, distribute, disseminate or otherwise make available Deep Web Technologies' private company data, including but not limited to Deep Web Technologies and customer technical information, personnel records and payroll data, private and confidential discussions, customer lists, transactional data, service contracts, financial and billing records, pricing information, and any and all sensitive information that may be encompassed within Work Product (hereinafter "Private Company Data"). All Private Company Data is deemed sensitive and a trade secret by Deep Web Technologies, and under no circumstances may customer, business or transactional data be released to any third-party without Deep Web Technologies' express written permission. Deep Web Technologies owns full rights, title and authority for all Work Product containing Private Company Data.
- (f) Deep Web Technologies gives Contractor a license to use graphical copies of Work Product for purposes of display in a personal portfolio for resume purposes, not to be resold to any third party, provided such

copies do not disclose private company data, trade secrets or in any other way violates Paragraph 8 of this Agreement.

SERVICE LEVELS

4. Contractor shall provide competent, professional services in the required disciplines, using its own appropriate independent skill and judgment, and in the manner and means that appear best suitable to Contractor to perform the work. However, Contractor agrees to abide by certain work ethics and disciplines necessary for the success of the Engagement (hereinafter "Service Levels" or "Service Level Agreements"):
 - (a) Response to Communications. Contractor will respond to all communications by Deep Web Technologies executive leadership and the appointed Deep Web Technologies Project Management Team, in the same manner as which the original communication was received, and within 24 hours or less. As of the date of this Agreement, the Deep Web Technologies Project Management Team is Larry Donahue ("PM Team" herein).
 - (b) Warranty. Contractor warrants that all services and Work Product will be performed in a professional manner, and be free from intentional defects, including but not limited to viruses, trap doors and Trojan horses.
 - (c) Disaster Recovery. Contractor agrees to backup all local copies of Work Product, including but not limited to software, systems and documentation, whether electronic or hardcopy, on a daily or weekly basis – whatever is prudent given the subject matter – to mitigate against certain local tragedies, including but not limited to computer hardware or software malfunction, theft, fire, flood, vandalism or terrorist activity.
 - (d) Time Estimates. When requested by the PM Team, Contractor will provide timely estimates of effort required to perform certain tasks in man-hours. Contractor will notify the PM Team when he becomes aware of a change in effort for a previously generated estimate.
 - (e) Original Authorship. Contractor will not use, incorporate, adopt, duplicate or modify the works, intellectual property, brand, image, likeness or character of others into his Work Product; without first obtaining the express written permission of, or signed waiver from, the relevant third-parties whose works, brand, image, likeness or character are being used, incorporated, adopted, duplicated or modified. Any signed waivers must be approved by Deep Web Technologies.
 - (f) Stock Art & Photography. Contractor may purchase stock art and photography on behalf of DWT, and expect to be reimbursed by DWT for said purchase, but only when (1) DWT has agreed to said purchase on a case-by-case basis, (2) the stock art and photography has not been previously purchased by Contractor, (3) the stock art and photography provides a license for "web based template" use and that license is conveyable to DWT, and (4) Contractor furnishes DWT with the appropriate documentation so DWT may enforce (or defend) its use of said stock art and photography on a case-by-case basis.

LIABILITY

5.
 - (a) Contractor will be responsible for paying its own state and federal income taxes and FICA contributions, and Deep Web Technologies will make no deductions or contributions for the same. In the event that Deep Web Technologies is held responsible to pay any tax or FICA contributions as a result of Contractor's failure to pay such tax or contribution by the Internal Revenue Service or any other governmental agency or court, Contractor agrees to indemnify Deep Web Technologies, and hold it harmless for all such payments, without regard to any defense that Contractor may have had relative to its liability for payment of such tax or contribution.
 - (b) Deep Web Technologies agrees to indemnify and hold Contractor harmless for any and all third-party suits or action brought against it as relates to this Agreement. Nothing in this Agreement shall be interpreted to convey indemnification for intentional, reckless or illegal acts committed by Contractor or its agents, nor for any activity not relating to this Agreement. Contractor agrees to immediately notify Deep Web Technologies when it becomes aware of an actual or pending action that may involve Deep Web Technologies, and Contractor gives Deep Web Technologies the right to select, manage and conduct a defense, at its option and at its cost.

- (c) Contractor agrees to indemnify Deep Web Technologies, and hold it harmless from and against, any and all liability, obligation, loss, cost, damage and expense, including attorneys' fees and court costs of every nature or description incurred, paid or suffered by Deep Web Technologies, as a result of, or in connection with:
- i. Contractor's use, incorporation, adoption, duplication or modification of any third-party's Intellectual Property not expressly authorized, owned or purchased by Deep Web Technologies.
 - ii. Contractor's use, incorporation, adoption, duplication or modification of any third-party's brand, image, likeness or character, unless express permission and a signed waiver – approved by Deep Web Technologies – is obtained by the relevant third-parties and delivered to Deep Web Technologies.
 - iii. Any of the Contractor's activities or services not under this Agreement, up to and including its own clients or business.

Contractor agrees to immediately notify Deep Web Technologies when it becomes aware of an actual or pending action that may involve Deep Web Technologies, and Contractor gives Deep Web Technologies the right to select, manage and conduct a defense, at its option and at Contractor's cost.

NON-COMPETE

6. Independent of any obligation under any other paragraph of this Agreement, during the term of Contractor's engagement by Deep Web Technologies, and for a period of one (1) year following the termination of such engagement, Contractor shall not directly or indirectly, whether as an individual for its own account, or for or with any other person, firm, corporation, partnership, joint venture, association, or other entity whatsoever, which is or intends to be engaged in the same line of business as Deep Web Technologies, or in such other business competitive with Deep Web Technologies, solicit, interfere with, or endeavor to entice away from Deep Web Technologies, any person, firm, corporation, partnership, or entity of any kind whatsoever, which was or is a client of Deep Web Technologies for which Contractor performed services or has become aware of as a result of this Agreement.

ENTICEMENT

7. Independent of any obligation under any other paragraph of this Agreement, during the term of Contractor's engagement by Deep Web Technologies and for a period of one (1) year following the termination of such engagement, Contractor shall not, directly or indirectly, whether individually for its own account or for or with any other person, firm, corporation, partnership, joint venture, association or other entity whatsoever, solicit or endeavor to entice away from Deep Web Technologies any person who was employed or engaged by Deep Web Technologies in any managerial, technical, professional or advisory capacity during the term of Contractor's engagement by Deep Web Technologies.

CONFIDENTIALITY

8. Independent of any obligation under any other paragraph of this Agreement, Contractor shall not at any time during the term of its engagement by Deep Web Technologies hereunder, or at any time thereafter, communicate, divulge, or disclose for use by himself/herself or any other person, firm, corporation, partnership, joint venture, association or other entity whatsoever, any information or knowledge, known, disclosed or otherwise obtained by it during its engagement by Deep Web Technologies (including information and knowledge conceived, discovered, or developed by Contractor), which is not generally known in the field of business Deep Web Technologies is engaged in and which relates to the business of Deep Web Technologies or Deep Web Technologies' clients, or is in the nature of a trade or business secret of Deep Web Technologies or Deep Web Technologies' clients. At the request of Deep Web Technologies during the term of this Agreement and, in any event, upon termination of Contractor's engagement by Deep Web Technologies, Contractor shall promptly turn over to Deep Web Technologies all items which contain confidential or proprietary information which was acquired from Deep Web Technologies or its client(s) during Contractor's engagement by Deep Web Technologies.

BUSINESS OPPORTUNITY

9. Contractor represents, acknowledges, and agrees that the foregoing restrictions will not prevent it from competing as an independent business with Deep Web Technologies; or cause it undue hardship; and that there are numerous other business opportunities available that are not affected by the foregoing restrictions. Contractor further acknowledges that the foregoing restrictions are reasonable and necessary in order to protect Deep Web Technologies' legitimate interests and that any violation thereof would result in immediate and irreparable injury to Deep Web Technologies for which Deep Web Technologies would have no adequate remedy at law.

REMEDIES

10. In the event of any violation of Paragraphs 6, 7 or 8 herein, Deep Web Technologies shall be authorized and entitled to obtain, from any court of competent jurisdiction, preliminary and permanent injunctive and/or other equitable relief, including, but not limited to, an accounting for all profits or benefits arising out of such violation, and the right to damages, whether directly, indirectly or consequentially sustained by Deep Web Technologies. In the event of the violation of any of the restrictions of Paragraphs 6, 7 or 8, the period, if any therein specified, shall abate during the time of commencement of any violation, and shall not begin to run until such violation has been fully and finally cured.

TERMINATION

11. Either party may terminate this Agreement at any time for any reason by giving the other party thirty (30) days prior written notice (hereinafter "Termination Notice"). Each party agrees to the following procedures pertaining to a termination by either party:
 - (a) Contractor shall deliver Work Product to the PM Team, including but not limited to code, documentation, hardware and software that was either purchased by or for Deep Web Technologies, or is otherwise owned, partially or entirely, by Deep Web Technologies.
 - (b) Contractor shall promptly turn over to Deep Web Technologies all items which contain confidential or proprietary information which was acquired from Deep Web Technologies or its client(s) during Contractor's engagement by Deep Web Technologies, including but not limited to customer lists, contract specifications, competitor information, accounting records, financial statements or other information deemed sensitive, confidential or trade secret by Deep Web Technologies.

MISCELLANEOUS

12.
 - (a) All of the terms and conditions of this Agreement take precedence over any and all prior agreements of any kind whatsoever made by and between Deep Web Technologies and Contractor, and the execution of this Agreement shall constitute the termination of any and all such prior agreements except to the extent that the Contractor has signed an Employment Agreement with Deep Web Technologies or any of its predecessors, in which case the Employment Agreement and all the covenants, duties, and obligations concerning Contractor contained in the Employment Agreement shall remain in full force and effect, consistent with the terms of the Employment Agreement.
 - (b) Contractor hereby warrants that it is not now under any legal or contractual obligation that would conflict in any manner with the obligations and duties undertaken herein, and that its execution of this Agreement will not breach any agreement to which it is now a party.
 - (c) In the event any of the restrictions of Paragraphs 6, 7, or 8 are held to be in any respect an unreasonable restriction upon Contractor, then the court so holding shall reduce the territory to which it pertains and/or the period of time in which it operates, or effect any other change to the extent necessary to render such restrictions enforceable to the maximum extent permissible. Each of the terms and provisions of this Agreement is and is to be deemed severable in whole or in part, and if any term or provision, or the application thereof to circumstances other than those as to which it is held invalid, illegal, or unenforceable, shall not be affected thereby, and shall remain in full force and effect.
 - (d) The captions contained herein are solely for the convenience of the parties, and shall not be deemed to govern the meaning or intent of any of the provisions of this Agreement.

- (e) The rights and obligations of Deep Web Technologies hereunder shall inure to the benefit of, and be binding upon, any successor or assign of Deep Web Technologies. This Agreement is specific to Contractor and shall not be assigned by it to any other party whatsoever without express written consent of Deep Web Technologies. Deep Web Technologies has full and unreviewable discretion to either grant or withhold its consent to any proposed assignment.
- (f) The waiver or non-enforcement by Deep Web Technologies of any breach of any provision of this Agreement by Contractor shall not operate, or be construed as, a waiver of any subsequent breach by Contractor.
- (g) This Agreement shall be construed in accordance with the laws of the State of New Mexico.
- (h) This Agreement, unless otherwise stated herein, may only be amended by the subsequent written mutual agreement of the parties hereto, and this Agreement constitutes the entire agreement between the parties.
- (i) If Contractor is a corporate entity, and not an individual, Contractor asserts that its employee(s) assigned to Deep Web Technologies under this Agreement is under an employee contract that binds its employee(s) to all the terms and conditions stipulated in this Agreement.

Contractor acknowledges that its representative has authority to bind Contractor to this Agreement, and it has had an opportunity to review this Agreement and to consult with legal counsel regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Deep Web Technologies, Inc.:

DATE:

Signature

Printed Name, Title

CONTRACTOR:

Signature

Printed Name, Title