

# INDEPENDENT CONTRACTOR AGREEMENT

## METHODICS INC

**METHODICS INC** (the “**Company**”), a California limited liability company, and Andrew Sharp (“**Consultant**”) hereby agree as follows:

### 1. RETENTION; SERVICES

**1.1 Retention; Statements of Work.** The Company hereby retains Consultant to provide the technology and software development services (the “**Services**”) as may be specified in Statements of Work substantially in the form set forth as Exhibit A hereto (each an “**SOW**”) agreed between the Company and Consultant from time to time. Consultant will perform all of the Services him/herself, and shall not subcontract or utilize any agents or employees to perform the Services. As used herein, the term “**this Agreement**” shall include any SOWs from time to time.

#### 1.2 Work Product; Delivery.

(a) Consultant agrees that the work product to be delivered by Consultant pursuant to each SOW, as specified therein (the “**Work Product**”), will be developed in accordance with the development schedule specified on the applicable SOW (the “**Development Schedule**”), if any, and that the completed Work Product will be delivered by the final delivery date specified on such SOW (the “**Delivery Date**”).

(b) Consultant warrants that all Services will be performed in a professional, competent, ethical, and workmanlike manner in conformance with industry best practices, and that the Work Product will meet the specifications set forth in the applicable SOW (the “**Specifications**”) in all respects.

#### 1.3 Compensation; Approval of Work Product

(a) As compensation in full for services performed on behalf of the Company under this Agreement, the Company will pay Consultant (i) if the applicable SOW specifies that Consultant will be paid on an hourly basis (an “**Hours-Based SOW**”) or (ii) if the applicable SOW specifies that Consultant will be paid on a project basis (a “**Project-Based SOW**”), the fixed amount or amounts set forth therein. Consultant will be responsible for all expenses incurred by Consultant in providing the Services unless expressly provided otherwise in the applicable SOW or expressly authorized by the Company in advance in writing. Consultant will keep appropriate records and will submit copies of all receipts necessary to verify any expenses to be reimbursed by the Company. Each payment shall be contingent upon receipt of a detailed invoice, in the case of an Hours-Based SOW, setting forth hours worked by date and work performed at each session for the applicable period, and in the case of a Project-Based SOW, the date that the Work Product under such SOW was delivered to Company, such invoice to be delivered to the Company at least thirty (30) days prior to the date for payment.

(b) Unless otherwise expressly set forth in the applicable SOW, any payment to Consultant will be contingent on review and approval by the Company of the Work Product required by the SOW to be delivered on or prior to the time of payment. If the Company does not accept Work Product due to deficiencies or errors therein and Consultant is unable to correct the deficiencies within an agreed-upon

time period, the Company may, at its option, cancel the applicable SOW or terminate this Agreement in its entirety without liability whatsoever except that the Company will pay any balance due for conforming and accepted Work Product previously delivered if such conforming deliverables are not dependent upon delivery and function of the non-conforming Work Product and shall further reimburse Consultant for any expenses incurred to the date of cancellation of the SOW and that are reimbursable pursuant to Section 1.3(a) above.

**1.4 Modification of Specifications.** The Company may make amendments to the Specifications, Services and/or Work Product from time to time by written notice to Consultant. In the event of any such amendment, Consultant shall notify the Company in writing within ten (10) days of any necessary adjustment to the compensation to be paid pursuant to such SOW, and the Company shall have the right to withdraw or modify the amendment or, in the sole discretion of the Company, to terminate this Agreement. Upon any such termination, the Company's sole obligation shall be to pay to Consultant any amounts that remain unpaid for services actually rendered under an Hours-Based SOW or any interim payments specified under a Project-Based SOW for interim deliveries actually made, in each case up to the date Consultant receives written notice thereof.

**1.5. Independent Contractor Status.** It is expressly agreed and understood that Consultant is performing services under this Agreement as an independent contractor for the Company and Consultant is neither an employee nor an agent of the Company. Consultant is not authorized to make any agreement, representation or commitment on behalf of the Company. Consultant will have sole control over the detailed method of performance of Consultant's services, the manner and method of performing same being under the sole control and discretion of Consultant, the Company's only interest being in the results of such services. CONSULTANT UNDERSTANDS AND AGREES THAT THIS AGREEMENT SETS FORTH THE ENTIRE COMPENSATION TO BE PAID TO CONSULTANT RESULTING FROM THE SERVICES TO BE PERFORMED BY CONSULTANT ON BEHALF OF THE COMPANY, THAT THE COMPANY'S LIABILITY HEREUNDER WILL BE LIMITED TO PAYMENT OF THE COMPENSATION PROVIDED IN THIS AGREEMENT, AND THAT UNDER NO CIRCUMSTANCES WILL CONSULTANT BE ELIGIBLE FOR ANY BENEFITS OR RIGHTS UNDER ANY EMPLOYEE BENEFIT PLAN OF COMPANY, EVEN IF A GOVERNMENT AGENCY OR TAXING AUTHORITY RECHARACTERIZES THE RELATIONSHIP BETWEEN THE PARTIES AS AN EMPLOYMENT RELATIONSHIP. Consultant agrees to pay all applicable taxes (including unemployment insurance and social security) which may arise as a result of Consultant's performance under this Agreement.

**1.6 Compliance with Law; Insurance.** Consultant shall comply with all municipal, county, state, provincial, territorial, federal laws, ordinances, and regulations, if any, applicable to the Services. Consultant further certifies that all of the Services shall be in compliance with applicable health and safety requirements. If the Services require license(s), Consultant agrees to obtain said license(s) and that said license(s) shall be in full force and effect prior to commencement of any of the Services hereunder. Consultant shall maintain Workers' Compensation insurance if and to the extent required by law.

**1.7 Non-Solicitation.** Consultant shall not during the term of this Agreement and for a period of twelve (12) months immediately following the expiration or termination of this Agreement for any reason, directly or indirectly (a) either on Consultant's own behalf or on behalf of others, solicit the business of any client, customer, licensor or licensee of the Company for any purpose if the same would be an act of unfair competition or misappropriation of trade secrets that harms the Company; or (b) solicit, induce, recruit or encourage any of the Company's employees or contractors to leave their employment or terminate their contractor relationship with the Company, either for Consultant or for any other person or entity.

**1.8 No Competitive Engagements.** Consultant represents and warrants that Consultant will not, during the term of this Agreement, perform any consulting or other services for any company, person or entity whose business or proposed business in any way involves products or services which

could reasonably be determined to be competitive with the products or services or proposed products or services of the Company.

## 2. OWNERSHIP OF WORK PRODUCT

**2.1 Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:

(a) **“Background Intellectual Property”** means all Intellectual Property (including without limitation all relevant patents, copyrights, trade secrets and other rights) that Consultant has conceived or Developed, or does conceive or Develop, solely or jointly, outside of Consultant’s relationship with the Company and that underlies, pertains to, is embodied or becomes embodied in any Company Development.

(b) **“Company Development”** means all Intellectual Property conceived or Developed in connection with the Company’s business, including without limitation technology relating to management of integrated circuit design data, and all computer software relating thereto, and shall include all notes and records relating thereto.

(c) **“Develop”** means to conceive, create, develop, assemble, reduce to practice, or, in the case of works of authorship, to fix in a tangible medium of expression.

(d) **“Intellectual Property”** means inventions, discoveries, improvements, processes, developments, designs, know-how, data, computer programs, algorithms, formulae and works of authorship, whether or not patentable or registrable under copyright or similar statutes.

(e) **“Proprietary Information”** means and includes all information relating to the business of the Company and its current, future or proposed products and services, that can be protected as a trade secret under California law, or that derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, (b) any information that the Company receives from others that the Company is obligated to treat as confidential or proprietary, and (c) any information of the Company’s customers that Consultant may have access to in the course of providing the Services, the nature of which would lead a reasonable person to conclude is proprietary or confidential. Without limiting the generality of the foregoing, examples of Proprietary Information include computer programs, databases, algorithms, know-how, improvements, discoveries, inventions, methods, techniques, strategies, new products, unpublished financial statements, budgets, projections, billing practices, pricing data, contacts, client and supplier lists, and business and marketing records, working papers, files, systems, plans and data. Notwithstanding the foregoing, Proprietary Information does not include information that Consultant can demonstrate (i) was publicly available at the time of disclosure, or later became publicly available through no act or omission of Consultant; (ii) was already in its possession at the time of disclosure; (iii) was rightfully received by Consultant from a third party without any obligation of confidentiality; or (iv) was independently developed by or for Consultant without use of Proprietary Information.

### 2.2. Company Developments.

(a) All Company Developments that Consultant Develops (alone or jointly with others) at any time are the sole property of the Company and/or its nominees or assigns. The Company and/or its nominees or assigns will be the sole owner of all patents, copyrights, and other rights in or connected with all Company Developments. Consultant hereby acknowledges that all Company Developments that are works of authorship capable of protection under copyright are works made for hire within the meaning of the copyright laws of the United States of America and any other applicable jurisdiction. In the event and to the extent that the preceding sentence is ineffective in conveying to the Company ownership of copyrightable Company Developments under the laws of any jurisdiction, Consultant

hereby assigns to the Company any and all right, title and interest Consultant may have or may acquire in all such Company Developments.

(b) Consultant will assist the Company and/or its nominees or assigns (at a rate equal to the greater of Consultant's current or last compensation) in every lawful way to obtain, maintain and enforce any and all patents, copyrights, trade secrets and other rights and protections relating to Company Developments, including by executing all relevant documents. Consultant understands that these obligations will continue beyond the termination of Consultant's service to the Company for a term of two (2) years to the extent they require a material amount of Consultant's time, although the obligations under this Section 2.2(b) that do not require a material amount of Consultant's time will continue indefinitely thereafter.

(c) Consultant agrees to maintain adequate and current records of all Company Developments, the Services and other Work Product, which records shall be and remain the property of the Company and shall be provided to the Company promptly upon request.

**2.3. Assignment of Company Developments; License.** Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact to execute and file any and all applications and other necessary documents and to do all other lawfully permitted acts to further the prosecution, issuance, or enforcement of patents, copyrights, trade secrets and similar protections related to such Company Developments with the same legal force and effect as if Consultant had executed them. The foregoing is deemed a power coupled with an interest and is irrevocable. To the extent applicable law does not permit the assignment hereunder to the Company of any Company Developments, Consultant hereby grant to the Company an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license (with the right to sublicense) to the extent reasonably necessary to permit the Company and its customers, clients and licensees to use, practice, reproduce, manufacture, modify, publicly perform, display and exhibit, market, distribute and otherwise exploit any and all such Company Developments. To the extent any of the rights, title and interest in and to the Company Developments can neither be assigned nor licensed by Consultant to the Company, Consultant hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against the Company or any of the Company's successors in interest.

**2.4. Notification of Company Developments.** Consultant will communicate to the Company as promptly as practicable all Company Developments that Consultant Develops (alone or jointly with others) at any time during the term of this Agreement or Consultant's service to the Company and for the period ending one (1) year after this Agreement or such service (whichever is later) terminates for any reason, for the purpose of determining the extent of the Company's rights in such Company Developments. For Company Developments that are conceived or Developed during the term of Consultant's service to the Company, the communication will be as complete as practicable. For Company Developments that are neither conceived nor Developed during the term of that service, the communication may be limited to a general description sufficient to disclose clearly the relationship between those Company Developments and the scope of the work Consultant did for or on behalf of the Company, and Consultant will not be obligated to disclose confidential information belonging to Consultant or any third party.

**2.5. License to Background Intellectual Property.** Consultant agrees that Consultant will not incorporate any Background Intellectual Property or any third-party Intellectual Property into any Company Developments without the Company's prior written consent. In the event that Consultant does incorporate any Background Intellectual Property or third-party Intellectual Property into any Company Development, Consultant hereby grants to the Company an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license (with the right to sublicense) in the Background Intellectual Property to the extent reasonably necessary to permit the Company and its affiliates, customers, clients and licensees to use, practice, reproduce, manufacture, modify, publicly perform, display and exhibit,

market, distribute and otherwise exploit all Company Developments.

**2.6. No Breach/Conflict; Indemnity.** Consultant's performance of the terms of this Agreement do not and will not breach any agreement to keep in confidence Proprietary Information acquired by Consultant in confidence prior to the term of Consultant's service to the Company. Consultant has not entered into, and agrees that he/she will not enter into, any agreement in conflict with this Agreement. Consultant has the right, power and authority to grant the licenses with respect to the Background Intellectual Property set forth in Section 2.5 above. Consultant has not brought, and agrees that he/she will not bring, with Consultant to the Company for use in Consultant's service to the Company any materials or documents of a current or former employer or any other person or entity for whom Consultant has provided or is providing consulting and related services (paid or unpaid) that are not generally available to the public unless Consultant has obtained express written authorization from the employer or other person or entity for whom Consultant has provided or is providing such services for their possession and use. If there are any exceptions to the foregoing representations, Consultant has attached hereto a copy of each agreement or other written documentation, if any, which presently affects Consultant's compliance with the terms of this Agreement.

### **3. PROTECTION OF PROPRIETARY INFORMATION**

**3.1 No Use or Disclosure.** Except as required pursuant Consultant's service to the Company, at no time will Consultant use for the benefit of any person or entity other than the Company, or disclose or reveal to any other person or entity, either during or subsequent to the term of this Agreement, any Proprietary Information belonging to the Company or its affiliates, clients, contractors, suppliers, joint venturers, licensors, licensees, or distributors. Consultant shall immediately give notice to the Company of any unauthorized use or disclosure of Proprietary Information and shall assist the Company in remedying any such unauthorized use or disclosure.

**3.2 Required Disclosure.** If Consultant or its agents or representatives are required by order of a court or other governmental entity to disclose any Proprietary Information, Consultant shall provide the Company with prompt prior written notice of such requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, or the Company waives compliance with the terms of this Agreement, Consultant agrees to furnish only that portion of the Proprietary Information that it is legally required to furnish, in the written opinion of counsel, and to exercise best efforts to obtain assurance that the Proprietary Information thus disclosed will be afforded confidentiality.

**3.3. Return of Materials and Media.** Upon termination of this Agreement or Consultant's service to the Company for any reason, Consultant will return to the Company or, at the Company's request, destroy, all originals and all copies of any and all physical, written, graphical and/or machine readable materials and media (including, for example, notes, notebooks, memoranda, discs and photographic slides, prints and negatives) that are in Consultant's possession or under Consultant's control and contain, represent, disclose or embody Proprietary Information of the Company or its affiliates, contractors, suppliers, joint venturers, licensors, licensees, or distributors. Both during and after the term of this Agreement and Consultant's service to the Company, all such materials and media will belong to the Company.

### **4. REPRESENTATIONS AND WARRANTIES; INDEMNITY**

**4.1 Representations and Warranties.** Consultant represents and warrants as follows:

(a) That all work performed under this Agreement shall be Consultant's original work and that Consultant will not knowingly infringe any intellectual property rights of any third party;

(b) That Consultant has full rights to provide the Company with the assignments and rights provided for herein and that none of the Services, the Work Product or any part of this Agreement will be inconsistent with any obligation Consultant may have to others; and

(c) That Consultant has not granted any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement.

**4.2 Indemnity.** Consultant will indemnify the Company, its affiliates and licensees, and their officers, directors, employees and agents, against any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) incurred by any of them by reason of Consultant's breach of these representations and warranties or Consultant's obligations under this Agreement, including without limitation Sections 1.5, 1.6, 2.2(b), 2.3 and 2.6.

## 5. TERM; TERMINATION

**5.1 Term.** This Agreement shall remain in effect for so long as work is being performed pursuant to any SOW. This Agreement will remain in effect until six (6) months following completion of work under the last outstanding SOW. This Agreement may be extended by mutual agreement of the parties.

**5.2 Termination.** Either party may terminate this Agreement (a) without cause at any time, with termination effective fifteen (15) days after delivery to the other party of written notice of termination; and (b) immediately for a material breach by the other party of any provision of this Agreement. The Company also may terminate this Agreement immediately upon Consultant's breach of Section 2 or 3 or if Consultant is unable to or fails to provide the Services or deliver the Work Product in accordance with any SOW.

**5.3 Effect of Termination; Survival.** Upon termination or expiration of this Agreement for any reason, Consultant will promptly return to the Company any property of the Company held by Consultant and all materials in Consultant's possession or control that contain or disclose any Proprietary Information, as set forth in Section 3.3 above, and each party will be released from all obligations and liabilities to the other occurring or arising after the date of termination or expiration. The definitions contained in this Agreement and the rights and obligations contained in this Section and Sections 2, 3 and 4.2 will survive any termination or expiration of this Agreement.

## 6. GENERAL

**6.1 Equitable Relief.** Consultant's breach of Consultant's obligations under Sections 2 and 3 of this Agreement may result in irreparable and continuing damage to the Company for which money damages are insufficient, and the Company shall be entitled to injunctive relief in the event of such breach, as well as such other relief as may be proper (including money damages if appropriate).

**6.2 Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (a) upon actual delivery to the party to be notified (including by courier or express mail service), (b) three (3) business days after deposit with the U.S. Postal Service by first-class certified mail, return receipt requested, postage prepaid, and (c) upon confirmation of receipt by the recipient if sent by e-mail (provided that a mechanically-generated confirmation shall not be sufficient). Notices shall be sent to the addresses below or to such other address as one party shall have furnished to the other in writing upon ten (10) days' notice:

If to the Company:

Methodics Inc  
2730 Market St, #506

If to Consultant:

Andrew Sharp  
212 Thompson Sq.

San Francisco, CA 94114

Mountain View, CA 94043

E-mail: simon@methodics.com

E-mail: andy@lopoco.com

**6.3. Assignment.** The Company may transfer or assign any or all of its rights or obligations hereunder to any affiliate or other entity at any time without consent. Consultant may not assign, subcontract or delegate, without the Company's prior written consent, this Agreement or any right or obligation hereunder.

**6.4. Entire Agreement; Amendment.** This Agreement represents the entire understanding of the parties hereto and supersedes all prior written or oral agreements with respect to the subject matter hereof. This Agreement may be amended only in a writing signed by both parties.

**6.5 Attorneys' Fees.** In the event either party seeks to enforce its rights hereunder in an adversarial proceeding, the non-prevailing party in such proceeding will pay for the attorneys' fees of the prevailing party.

**6.6 Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

**6.7 Governing Law; Jurisdiction.** This Agreement will be governed by the laws of the State of California, USA and the parties hereto submit to the non-exclusive jurisdiction of the federal or state courts sitting in or with jurisdiction over San Francisco, California.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the later of the dates set forth below:

DATE: 09/19/2018

**METHODICS INC**

By: Vadim Iofis  
Name: Vadim Iofis  
Title: VP of Engineering

DATE: 09/20/2018

**CONSULTANT;**

Andrew Sharp  
Name: Andrew Sharp  
Address:  
212 Thompson Sq.  
Mountain View, CA 94043



**EXHIBIT A**  
**STATEMENT OF WORK**

*This Statement of Work shall be governed in all respects by that certain Independent Contractor Agreement, dated as of September 19<sup>th</sup> 2018, between Methodics Inc (the “**Company**”) and Andrew Sharp (“**Consultant**”).*

<b>Date:</b>	September 19, 2018
<b>Description of Services to be performed and Specifications:</b>	<ol style="list-style-type: none"><li>1. Upgrade OS to Debian 9 Stretch for WarpStor product.</li><li>2. Addition of NFS/Samba server packages and iSCSI target packages.</li><li>3. Create Methodics Debian kernel package, including upgradable ZFS package.</li><li>4. Add dependencies to WarpStor package to pull in Methodics spec packages like kernel package.</li><li>5. Conversion of root file system to Btrfs.</li><li>6. Development of upgrade program facility</li><li>7. Ability to include a program/script with each upgrade which will be able to perform tasks such as re-configuration or even re-imaging of the root file system (hard drive), creation of subvolumes, downloading of extraneous data from Methodics' such as default file system images etc.</li><li>8. Testing and evaluation</li></ol>
<b>Work Product to be delivered:</b>	Functionally complete, tested source code.
<b>Development Schedule (any milestone dates and interim deliveries):</b>	Product to be delivered by final delivery date. Interim and partial deliveries upon further agreement for duration of the project.
<b>Final Delivery Date:</b>	<b>October 30, 2018</b>
<b>Review Process:</b>	Completed product to be reviewed and accepted by WarpStor project lead.
<b>Payment Method:</b>	Cash payment upon invoice receipt.
<b>Payment Schedule:</b>	<ol style="list-style-type: none"><li>1. \$9,500 USD payable upon parties entering into this agreement.</li><li>2. \$9,500 USD payable upon final delivery of the Work Product.</li></ol>
<b>Total Project Cost</b>	\$19,000 USD
<b>Other Requirements</b>	Consultant agrees to deliver a completed Work Product for final acceptance upon Final Delivery Date specified above.

By its signature below, Consultant acknowledges and agrees that it understands the Services to be provided and the Work Product to be delivered, and that it will perform the Services and deliver the Work Product in accordance with the Development Schedule.

**METHODICS INC**

By: Vadim Iofis  
Name: Vadim Iofis  
Title: VP of Engineering

**CONSULTANT**

By: Andrew Sharp  
Name: Andrew Sharp