

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into as of January 6, 2004 ("Effective Date"), by and between John Epke, an individual with address of 2895 Island Drive, Boulder, CO 80301 Telephone: (303) 447-3744 (Consultant), and IRP Solutions Corporation, a Colorado corporation with its principal office located at 7350 Campus Drive, Suite 200, Colorado Springs, CO 80920, Telephone: 719-955-0040, Facsimile: 719-955-0041, Contact and email: David Banks, dbanks@irp-solutions.com ("Company").

Now, therefore, Consultant and Company agree as follows:

1. Engagement.

Company hereby engages Consultant, and Consultant accepts engagement, to provide to Company the following services:

Law enforcement consulting services for a minimum of 15 hours per week as defined by the Company and accepted by the Consultant

2. Term.

Consultant shall provide services to Company pursuant to this Agreement for a term commencing on November 21, 2003 and ending on May 21, 2004. All consulting services provided prior to the start date shall also be covered retroactively under this agreement.

3. Place of Work.

Consultant shall render services primarily at Consultant's offices, but will, upon request, provide the services at Company offices or such other places as reasonably requested by Company as appropriate for the performance of particular services.

4. Time.

Consultant's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Consultant's discretion in the performance of services pursuant to this Agreement. Company relies upon Consultant to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

5. Fees for Consulting Services.

Unless otherwise expressly specified in the applicable Work Order: (i) development services for the Deliverables shall be provided on a time and materials ("T&M") basis; that is, Company shall pay Consultant for all the time spent performing such services; and (ii) the rates for services shall be \$65.00 per hour for work performed off company premises and \$70.00 per hour for work performed on company premises.

6. Invoicing and Payment.

Consultant shall invoice Company bi-weekly, unless otherwise expressly specified in the applicable Work Order. All hours invoiced shall be paid to consultant through the selected staffing company contracted by IRP Solutions to payroll the consultant or directly from IRP Solutions upon receipt of revenue from sales of CILC® Federal or Precinct software, whichever comes first.

7. Covenant Not to Compete

During the term of this Agreement and for a period of three (3) years thereafter, Consultant shall not directly or indirectly, either for his own account, or as a partner, shareholder, officer, director, employee, agent or otherwise; own, manage, operate, control, be employed by, participate in, consult with, perform services for, or otherwise be connected with any business the same as or similar to the business conducted by Company. In the event any of the provisions of this Section 6 are determined to be invalid by reason of their scope or duration, this Section 6 shall be deemed modified to the extent required to cure the invalidity. In the event of a breach, or a threatened breach, of this Section 6, Company shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law.

8. Confidentiality.

During the term of this Agreement, and thereafter, Consultant shall not, without the prior written consent of Company, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Company's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- A. is disclosed by Company without restriction;
- B. becomes publicly available through no act of Consultant;
- C. is rightfully received by Consultant from a third party.

8. Termination.

- A. This Agreement may be terminated by Company as follows:
 - i. If Consultant is unable to provide the consulting services by reason of temporary or permanent illness, disability, incapacity or death.
 - ii. Breach or default of any obligation of Consultant pursuant to Section 6, Covenant Not to Compete, or Section 7, Confidentiality, of this Agreement.
 - iii. Breach or default by Consultant of any other material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Company.

iv. For whatever cause or reason, the Company does not desire to further utilize the services of the Consultant.

B. Consultant may terminate this Agreement as follows:

i. Breach or default of any material obligation of Company, which breach or default is not cured within five (5) days of written notice from Consultant.

ii. If Company files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Company, any of the foregoing of which remains undismissed for a period of sixty (60) days.

iii. For whatever cause or reason, the Consultant does not desire to provide services to the Company.

9. Independent Contractor.

Consultant is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Consultant shall not be entitled to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Company shall not be responsible for withholding income or other taxes from the payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement.

10. Tools and Supplies.

Unless otherwise agreed to by Company in advance, Consultant shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Consultant's services hereunder.

11. Controlling Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

12. Headings.

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

13. Final Agreement.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written

or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

14. **Notices.**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Consultant:
John Epke
2895 Island Drive
Boulder, CO 80301

If to Company:
IRP Solutions Corporation
7350 Campus Drive
Suite 200
Colorado Springs, CO 80920

15. **Ownership of Work and Deliverables As Works Made For Hire by Sponsor**

All Work and Deliverables, and all Proprietary Rights embodied therein, shall be owned exclusively by Company and shall be considered as works made for hire by consultant for and on behalf of Company.

16. **Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.


IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

CONSULTANT:


John Epke

IRP Solutions Corporation

By: _____

A handwritten signature in black ink, appearing to be "C. D. D.", written over a horizontal line.

Title: _____

COO

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into as of January 6, 2004 ("Effective Date"), by and between Gary Hillberry, an individual with address of 5372 South Holland Street, Littleton, CO 80123, Telephone: (303) 933-4916 (Consultant), and IRP Solutions Corporation, a Colorado corporation with its principal office located at 7350 Campus Drive, Suite 200, Colorado Springs, CO 80920, Telephone: 719-955-0040, Facsimile: 719-955-0041, Contact and email: David Banks, dbanks@irp-solutions.com ("Company").

Now, therefore, Consultant and Company agree as follows:

1. Engagement.

Company hereby engages Consultant, and Consultant accepts engagement, to provide to Company the following services:

Law enforcement consulting services for a minimum of 15 hours per week as defined by the Company and accepted by the Consultant

2. Term.

Consultant shall provide services to Company pursuant to this Agreement for a term commencing on January 6, 2004 and ending on May 21, 2004. All consulting services provided prior to the start date shall also be covered retroactively under this agreement.

3. Place of Work.

Consultant shall render services primarily at Consultant's offices, but will, upon request, provide the services at Company offices or such other places as reasonably requested by Company as appropriate for the performance of particular services.

4. Time.

Consultant's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Consultant's discretion in the performance of services pursuant to this Agreement. Company relies upon Consultant to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

5. Fees for Consulting Services.

Unless otherwise expressly specified in the applicable Work Order: (i) development services for the Deliverables shall be provided on a time and materials ("T&M") basis; that is, Company shall pay Consultant for all the time spent performing such services; and (ii) the rates for services shall be \$65.00 per hour.

6. **Invoicing and Payment.**

Consultant shall invoice Company bi-weekly, unless otherwise expressly specified in the applicable Work Order. All hours invoiced shall be paid to consultant through the selected staffing company contracted by IRP Solutions to payroll the consultant or directly from IRP Solutions upon receipt of revenue from sales of CILC[®] Federal or Precinct software, whichever comes first.

7. **Covenant Not to Compete**

During the term of this Agreement and for a period of three (3) years thereafter, Consultant shall not directly or indirectly, either for his own account, or as a partner, shareholder, officer, director, employee, agent or otherwise; own, manage, operate, control, be employed by, participate in, consult with, perform services for, or otherwise be connected with any business the same as or similar to the business conducted by Company. In the event any of the provisions of this Section 6 are determined to be invalid by reason of their scope or duration, this Section 6 shall be deemed modified to the extent required to cure the invalidity. In the event of a breach, or a threatened breach, of this Section 6, Company shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law.

8. **Confidentiality.**

During the term of this Agreement, and thereafter, Consultant shall not, without the prior written consent of Company, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Company's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- A. is disclosed by Company without restriction;
- B. becomes publicly available through no act of Consultant;
- C. is rightfully received by Consultant from a third party.

8. **Termination.**

- A. This Agreement may be terminated by Company as follows:
 - i. If Consultant is unable to provide the consulting services by reason of temporary or permanent illness, disability, incapacity or death.
 - ii. Breach or default of any obligation of Consultant pursuant to Section 6, Covenant Not to Compete, or Section 7, Confidentiality, of this Agreement.
 - iii. Breach or default by Consultant of any other material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Company.

iv. For whatever cause or reason, the Company does not desire to further utilize the services of the Consultant.

B. Consultant may terminate this Agreement as follows:

i. Breach or default of any material obligation of Company, which breach or default is not cured within five (5) days of written notice from Consultant.

ii. If Company files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Company, any of the foregoing of which remains undismissed for a period of sixty (60) days.

iii. For whatever cause or reason, the Consultant does not desire to provide services to the Company.

9. **Independent Contractor.**

Consultant is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Consultant shall not be entitled to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Company shall not be responsible for withholding income or other taxes from the payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement.

10. **Tools and Supplies.**

Unless otherwise agreed to by Company in advance, Consultant shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Consultant's services hereunder.

11. **Controlling Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

12. **Headings.**

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

13. **Final Agreement.**

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written

or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

14. **Notices.**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Consultant:

Gary Hillberry
5372 South Holland Street
Littleton, CO 80123

If to Company:

IRP Solutions Corporation
7350 Campus Drive
Suite 200
Colorado Springs, CO 80920

15. **Ownership of Work and Deliverables As Works Made For Hire by Sponsor**

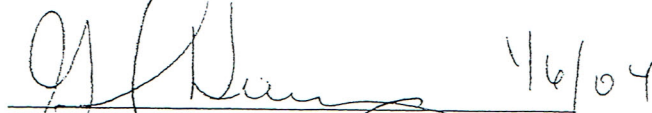
All Work and Deliverables, and all Proprietary Rights embodied therein, shall be owned exclusively by Company and shall be considered as works made for hire by consultant for and on behalf of Company.

16. **Severability**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

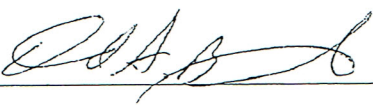
IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

CONSULTANT:



Gary Hillberry 1/6/04

IRP Solutions Corporation

By: 

Title: Coo

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into as of November 21, 2003 ("Effective Date"), by and between Dwayne Fuselier, an individual with address of 9203 West Prentice Avenue, Littleton, CO 80123 Telephone: (303) 979-1152 (Consultant), and IRP Solutions Corporation, a Colorado corporation with its principal office located at 7350 Campus Drive, Suite 200, Colorado Springs, CO 80920, Telephone: 719-955-0040, Facsimile: 719-955-0041, Contact and email: David Banks, dbanks@irp-solutions.com ("Company").

Now, therefore, Consultant and Company agree as follows:

1. **Engagement.**

Company hereby engages Consultant, and Consultant accepts engagement, to provide to Company the following services:

Law enforcement consulting services for a minimum of 15 hours per week as defined by the Company and accepted by the Consultant

2. **Term.**

Consultant shall provide services to Company pursuant to this Agreement for a term commencing on November 21, 2003 and ending on May 21, 2004. All consulting services provided prior to the start date shall also be covered retroactively under this agreement.

3. **Place of Work.**

Consultant shall render services primarily at Consultant's offices, but will, upon request, provide the services at Company offices or such other places as reasonably requested by Company as appropriate for the performance of particular services.

4. **Time.**

Consultant's daily schedule and hours worked under this Agreement on a given day shall generally be subject to Consultant's discretion in the performance of services pursuant to this Agreement. Company relies upon Consultant to devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

5. **Fees for Consulting Services.**

Unless otherwise expressly specified in the applicable Work Order: (i) development services for the Deliverables shall be provided on a time and materials ("T&M") basis; that is, Company shall pay Consultant for all the time spent performing such services; and (ii) the rates for services shall be \$65.00 per hour.

6. **Invoicing and Payment.**

Consultant shall invoice Company bi-weekly, unless otherwise expressly specified in the applicable Work Order. All hours invoiced shall be paid to consultant through the selected staffing company contracted by IRP Solutions to payroll the consultant or directly from IRP Solutions upon receipt of revenue from sales of CILC[®] Federal or Precinct software, whichever comes first.

7. **Covenant Not to Compete**

During the term of this Agreement and for a period of three (3) years thereafter, Consultant shall not directly or indirectly, either for his own account, or as a partner, shareholder, officer, director, employee, agent or otherwise; own, manage, operate, control, be employed by, participate in, consult with, perform services for, or otherwise be connected with any business the same as or similar to the business conducted by Company. In the event any of the provisions of this Section 6 are determined to be invalid by reason of their scope or duration, this Section 6 shall be deemed modified to the extent required to cure the invalidity. In the event of a breach, or a threatened breach, of this Section 6, Company shall be entitled to obtain an injunction restraining the commitments or continuance of the breach, as well as any other legal or equitable remedies permitted by law.

8. **Confidentiality.**

During the term of this Agreement, and thereafter, Consultant shall not, without the prior written consent of Company, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include Company's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes and object codes. Confidential Information shall not include any information that:

- A. is disclosed by Company without restriction;
- B. becomes publicly available through no act of Consultant;
- C. is rightfully received by Consultant from a third party.

8. **Termination.**

- A. This Agreement may be terminated by Company as follows:
 - i. If Consultant is unable to provide the consulting services by reason of temporary or permanent illness, disability, incapacity or death.
 - ii. Breach or default of any obligation of Consultant pursuant to Section 6, Covenant Not to Compete, or Section 7, Confidentiality, of this Agreement.
 - iii. Breach or default by Consultant of any other material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from Company.

iv. For whatever cause or reason, the Company does not desire to further utilize the services of the Consultant.

B. Consultant may terminate this Agreement as follows:

i. Breach or default of any material obligation of Company, which breach or default is not cured within five (5) days of written notice from Consultant.

ii. If Company files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Company, any of the foregoing of which remains undismissed for a period of sixty (60) days.

iii. For whatever cause or reason, the Consultant does not desire to provide services to the Company.

9. **Independent Contractor.**

Consultant is and throughout this Agreement shall be an independent contractor and not an employee, partner or agent of Company. Consultant shall not be entitled to nor receive any benefit normally provided to Company's employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Company shall not be responsible for withholding income or other taxes from the payments made to Consultant. Consultant shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Consultant pursuant to this Agreement.

10. **Tools and Supplies.**

Unless otherwise agreed to by Company in advance, Consultant shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Consultant's services hereunder.

11. **Controlling Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

12. **Headings.**

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

13. **Final Agreement.**

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written

or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

14. **Notices.**

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Consultant:

Dwayne Fuselier
9203 West Prentice Avenue
Littleton, CO 80123

If to Company:

IRP Solutions Corporation
7350 Campus Drive
Suite 200
Colorado Springs, CO 80920

15. **Ownership of Work and Deliverables As Works Made For Hire by Sponsor**

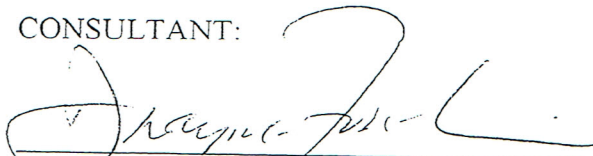
All Work and Deliverables, and all Proprietary Rights embodied therein, shall be owned exclusively by Company and shall be considered as works made for hire by consultant for and on behalf of Company.

16. **Severability**


If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

CONSULTANT:


Dwayne Fuselier

IRP Solutions Corporation

By: 

Title: COO