

INDEPENDENT CONTRACTOR SERVICES AGREEMENT (Detailed)

This agreement is between _____ and its successors or assignees (the Company) and the undersigned _____ ("The Contractor").

1. ENGAGEMENT OF SERVICES. The Company may from time to time issue Project Assignment(s) in the form attached to this Agreement as **Exhibit A**. Subject to the terms of this Agreement, Contractor will, to the best of its ability, render the services and complete the deliverables (the "Deliverables") set forth in Project Assignment(s) accepted by Contractor (the "Project(s)") by the completion dates set forth therein. Contractor agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing such Projects. All Deliverables shall be subject to the Company review and acceptance, which shall not be unreasonably withheld. In the event that the Company rejects a Deliverable, the Company will inform Contractor of the reasons for such rejection, and Contractor will use commercially reasonable efforts to promptly modify such Deliverable in accordance with the Company instructions and to redelivery such Deliverable to the Company for testing in accordance with the provisions of this section. In completing the Projects, Contractor agrees to provide its own equipment, tools and other materials at its own expense. The Company will make its facilities and equipment available to Contractor when necessary. Contractor shall perform the services necessary to complete the Projects in a timely and professional manner consistent with industry standards, and at a location, place and time which the Contract deems appropriate. Contractor may not subcontract or otherwise delegate its obligations under this Agreement without prior written consent by the Company. If a Contractor employee or consultant performs services in connection with this Agreement, the employee or consultant and Contractor must have entered into a written agreement containing provisions substantially equivalent to Section 4 below.

2. COMPENSATION. The Company will pay Contractor a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Contractor. Contractor will be reimbursed for those reasonable expenses as described in the Project Assignment(s) and incurred in connection with the performance of services under this Agreement provided Contractor submits verification of such expenses as the Company may require. Upon termination of this Agreement for any reason, Contractor will be paid fees and expenses on a proportional basis as stated in the Project Assignment(s) for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for work, which is in progress, the Company will pay the Contractor for

services and will reimburse the Contractor for services and will reimburse the Contractor for previously approved expenses within forty-five (45) days of the date of Contractor's invoice.

3. INDEPENDENT CONTRACTOR RELATIONSHIP. Contractor's relationship with the Company will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. Contractor is not the agent of the Company and is not authorized to make any representation, contract or commitment on behalf of the Company. Contractor will not be entitled to any of the benefits which the Company may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor will be solely responsible for all tax returns and payments required to be filed with or make to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. The Company will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Services as required by law. Because Contractor is an independent contractor, the Company will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. If Contractor is a natural person, Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend the Company against any and all such taxes or contributions, including penalties and interest.

4. TRADE SECRETS - INTELLECTUAL PROPERTY RIGHTS.

4.1 Proprietary Information Contractor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the Company's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth by this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the Company's express written consent on a case-by-case basis. By way of illustration but not limitation "**Proprietary Information**" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "**Inventions**"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information

regarding, the skills and compensation of other employees of the Company. Notwithstanding, the other provisions of the Agreement, nothing received by Contractor will be considered to be the Company's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Contractor from a third party without confidential limitations; (3) it has been independently developed for Contractor by personnel or agents having no access to the Company's Proprietary Information; or (4) it was known to Contractor prior to its first receipt from the Company.

4.2 Third Party Information. Contractor understands that the Company has received and will in the future receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. Contractor agrees to hold Third Party Information in confidence and not to disclose to anyone (other than the Company's personnel who need to know such information in connection with their work, for the Company or to use, except in connection with Contractor's work for the Company, Third Party information unless expressly authorized in writing by an officer of the Company.

4.3 No Conflict of Interest. Contractor agrees during the term of this Agreement not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with Contractor's obligations under this Agreement or the scope of services rendered for the Company. Contractor warrants that to the best of its knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement, unless a copy of such contract or a description of such duty is attached to this Agreement as **Exhibit B**. Contractor further agrees not to disclose to the Company or bring onto the Company's premises, or induce the Company to use any confidential information that belongs to anyone other than the Company or Contractor.

4.4 Disclosure of Work Product. As used in this Agreement, the term "**Work Product**" means any Invention, whether or not patentable and all related know-how, designs, mask works, trademarks, formulae, process, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works. Contractor agrees to disclose promptly in writing to the Company, or any person designated by the Company, all Work Product which is solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for the Company ("**the Company Work Product**"). Contractor represents that any Work Product relating to the Company's business or any Project which Contractor has made, conceived or reduced to practice at the time of signing this Agreement ("**Prior Work Product**") has been disclosed in writing to the Company and attached to this Agreement as **Exhibit C**. If disclosure of any such Prior Work Product

would cause Contractor to violate any prior confidentiality agreement, Contractor understands that it is not to list such Prior Work Product in **Exhibit C** but it will disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs, and the fact that full disclosure as to such Prior Work Product has not been made for that reason. A space is provided in **Exhibit C** for such purpose.

4.5 Ownership of Work Product. Contractor shall specifically describe and identify in **Exhibit C** all technology which (a) Contractor intends to use in performing under this Agreement, (b) is either owned solely by Contractor or licensed to Contractor with a right to sublicense and (c) is in existence in the form of a writing or working prototype prior to the Effective Date ("**Background Technology**"). Contractor agrees that any and all Inventions conceived, written, created or first reduced to practice in the performance of work under this Agreement shall be the sole and exclusive property of the Company.

4.6 Assignment of the Company Work Product. Except for Contractor's rights in the Background technology, Contractor irrevocably assigns the Company all right, title and interest worldwide in and to the Company Work Product and all applicable trademarks, trade secrets, patents, moral rights, contract and licensing rights (the "**Proprietary Rights**"). Except as set forth below, Contractor retains no rights to use the Company Work Product and agrees not to challenge the validity of the Company's ownership in the Company Work Product. Contractor hereby grants to the Company a non-exclusive, royalty-free, irrevocable and world-wide right, with rights to sublicense through multiple tiers of sublicenses, to reproduce, make derivative works of, publicly perform, and publicly display in an form or medium, whether now known or later developed, distribute, make, use and sell Background Technology and any Prior Work Product to the extent incorporated into or delivered with the Company Work Product.

4.7 Waiver or Assignment of Other Rights. If Contractor has any rights to the Company Work Product that cannot be assigned to the Company, Contractor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against the Company with respect to such rights, and agrees, at the Company's request and expense, to consent to and join in any action by the Company to enforce such rights. If Contractor has any right to the Company Work Product that cannot be assigned to the Company or waived by Contractor, Contractor unconditionally and irrevocably grants to the Company during the term of such rights, an exclusive, irrevocable, perpetual worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

4.8 Assistance. Contractor agrees to cooperate with the Company or its designee(s), both during and after the term of this Agreement, in the procurement and

maintenance of the Company rights in the Company Work Product and to execute, when requested, any other documents deemed necessary by the Company to carry out the purpose of this Agreement. Contractor agrees to execute upon the Company's request, a signed transfer of copyright to the Company in the form attached to this Agreement as **Exhibit D** for all the Company Work Product subject to copyright protection, including, without limitation, computer programs, notes, sketches, drawings and reports.

4.9 Enforcement of Proprietary Rights. Contractor will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to the Company Work Product in any and all countries. To that end Contractor will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, Contractor will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee.

Contractor's obligation to assist the Company with respect to Proprietary Rights relating to such Company Work Product in any and all countries shall continue beyond the termination of this Agreement, but the Company shall compensate Contractor at a reasonable rate after such termination for the time actually spent by Contractor at the Company's request on such assistance.

4.10 Execution of Documents. In the event the Company is unable for any reason, after reasonable effort, to secure Contractor's signature on any document needed in connection with the actions specified in the preceding sections 4.8 and 4.9, Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file, any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Contractor. Contractor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Contractor now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

5. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor hereby represents and warrants that (a) except as disclosed in the applicable Project Assignment, the Company Work Product will be an original work of Contractor and any third parties will have executed assignment of rights reasonably acceptable to the Company; (b) neither the Company Work Product nor any element thereof will infringe the Intellectual Property Rights of any third part; (c) neither the Company Work Product

nor an element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interest, encumbrances or encroachments; (d) Contractor will not grant, directly or indirectly, any rights or interest whatsoever in the Company Work Product to third parties; (e) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; (f) Contractor will take all necessary precautions to prevent injury to any persons (including employees of the Company) or damage to property (including Company property) during the term of this Agreement; and (g) should the Company permit Contractor to use any of the Company's equipment, tools, or facilities during the term of this Agreement, such permission shall be gratuitous and Contractor shall be responsible for any injury to any person (including death) or damage to property (including the Company's property) arising out of use of such equipment, tools or facilities, whether or not such claim is based upon its condition or on the alleged negligence of the Company in permitting its use.

6. IDENTIFICATION. Contractor will identify and hold harmless the Company, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorney's fees and court costs) which result from a breach or alleged breach of any representation or warranty of Contractor ("Claim") set forth in Section 5 of this Agreement, provided that the Company gives Contractor written notice of any such Claim and Contractor has the right to participate in the defense of any such Claim at its expense. From the date of written notice from the Company to Contractor of any such claim, the Company shall have the right to withhold from any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this Section 6.

Contractor, at its sole cost and expense, shall maintain appropriate insurance with Commercial General Liability Broad Form Coverage, including Contractual Liability, Contractor's Protective Liability and Personal Injury/Property Damage Coverage in a combined single limit of not less than _____. A Certificate of Insurance indicating such coverage shall be delivered to the Company upon request. The Certificate shall indicate that the policy will not be changed or terminated without at least _____ days' prior notice to the Company, shall name the Company as an additional named insured and shall also indicate that the insurer has waived its subrogation rights against the Company.

7. TERMINATION

7.1 Termination by the Company. The Company may terminate this Agreement at its convenience and without any breach by the Contractor upon _____ days' prior written notice to Contractor. The Company may also terminate this Agreement immediately in its sole discretion upon Contractor's material breach of Section 4 and/or Section 7.3.

7.2 Termination by Contractor. Contractor may terminate this Agreement at any time that there is not uncompleted Project Assignment in effect upon fifteen (15) days prior written notice to the Company.

7.3 Noninterference with Business. During and for a period of _____ years immediately following termination of this Agreement by either party, Contractor agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with the Company.

7.4 Return of Company Property. Upon termination of the Agreement or earlier as requested by the Company, Contractor will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Work Product, Third Party Information or Proprietary Information of the Company. Contractor further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

8. GOVERNMENT OR THIRD PARTY CONTRACTS

8.1 GOVERNMENT CONTRACTS. In the event that Contractor shall perform services under this Agreement in connection with any Government contract in which the Company may be the prime contractor or subcontractor, Contractor agrees to abide by all laws, rules and regulations relating thereto.

To the extent that any such law, rule or regulation requires that a provision or clause be included in this Agreement, Contractor agrees that such provision or clause shall be added to this Agreement and the same shall then become a part of this Agreement.

8.2 Security In the event the services of the Contractor should require Contractor to have access to Department of Defense classified material, or other classified material in the possession of the Company's facility, such material shall not be removed from the Company's facility. Contractor agrees that all work performed under this Agreement by Contractor which involves the use of classified material mentioned above shall be performed in a secure fashion (consistent with applicable law and regulations for the handling of classified material) and only at the Company's facility.

8.3 Ownership. Contractor also agrees to assign all of its right, title and interest in and to any Work Product to a Third Party, including without limitation the United States, as directed by the Company.

9. GENERAL PROVISION.

9.1 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of _____ as applied to transactions taking place wholly within _____ between _____ residents. Contractor hereby expressly consents to the personal jurisdiction of the state and federal courts located in _____ County, _____ for any lawsuit filed there against Contractor by the Company arising from or related to this Agreement.

9.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provision of this Agreement, and this Agreement, shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

9.3 No Assignment. This Agreement may not be assigned by Contractor without the Company's consent, and any such attempted assignment shall be void and of no effect.

9.4 Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by hand, or sent by Federal Express or similar receipt bearing courier service, to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five- (5) business days after it was mailed, as evidenced by the postmark.

If delivered by hand, or sent by Federal Express or similar receipt-bearing courier service, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this section.

9.5 Legal Fees. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

9.6 Injunctive Relief. A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to the Company for which there may be no adequate remedy at law, and the Company is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

9.7 Survival. The following provisions shall survive termination of this Agreement: Section 4, Section 5, Section 6 and Section 7.3.

9.8 Export. Contractor agrees not to export, directly or indirectly, any U.S. source technical data acquired from the Company or any products utilizing, such data to countries outside the United States, which export may be in violation of the United States, which export may be in violation of the United States export laws or regulations.

9.9 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

9.10 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Contractor for the Company. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the services set forth herein.

IN WITNESS WHEREOF, the parties have caused this Independent Contractor Services Agreement to be executed by their duly authorized representative.

COMPANY:

CONTRACTOR:

(Printed Name)

(Printed Name)

(Signature)

(Signature)

(Title)

(Title)

(Address)

(Address)

(Date)

(Date)

PRIOR WORK PRODUCT BACKGROUND TECHNOLOGY.

The Deliverables provided to the Company hereunder will contain the following Prior Work Product and/or Background Technology, in addition to that previously disclosed in Exhibit C.

THIRD PARTY COMPONENTS.

The Deliverables provided to the Company hereunder will be original to Contractor, except for the following third party components, and Contractor warrants that it has the right to grant the Company a license to such components as set forth in Section 4.6 of the Agreement for Background Technology and Prior Work Product:

NOTE: This Project Agreement is covered by the terms of an Independent Contractor Services Agreement in effect between the Company and Contractor. In the event that any item in this Project Assignment is inconsistent with that Agreement, the terms of this Project Assignment shall govern, but only with respect to the services set forth in this Project Assignment.

Company:

Contractor:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

EXHIBIT B

CONFLICT OF INTEREST DISCLOSURE

EXHIBIT C

PRIOR WORK PRODUCT DISCLOSURE

1. Except as listed in Section 2 below, the following is a complete list of all Prior Work Product that have been made or conceived or first reduced to practice by Contractor alone or jointly with others prior to my engagement by the Company:

- No inventions or improvements.
- See below:

- Additional sheets attached.

2. Due to a prior confidentiality agreement, Contractor cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which Contractor owes to the following party(ies).

Invention or Improvement	Party(ies)	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

- Additional sheets attached.

BACKGROUND TECHNOLOGY DISCLOSURE

The following is a list of all Background Technology which Contractor intends to use in performing, under this Agreement:

EXHIBIT D

ASSIGNMENT OF COPYRIGHT

For good and valuable consideration which has been received, the undersigned sells, assigns and transfers to the Company, a _____ corporation and its successors and assigns, the copyright in and to the following work, which was created by the following, indicated author(s):

Title: _____

Author: _____

Copyright Office Identification No. (if any): _____

and all the right, title and interest of the undersigned, vested and contingent, therein and thereto.

Executed this _____ day of _____ 19____.

Signature: _____

Printed

Name: _____