

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (the “Agreement”) is entered into by and between **Company, LLC**, a Your State limited liability company (“Company”), and the undersigned contractor (the “Contractor”), as of the date the last party executes this Agreement (the “Effective Date”).

**Background.** Company desires to engage the Contractor to provide certain services to Company, and Contractor desires to contract with Company for the performance of the services, all on the terms and conditions set forth in this Agreement. In consideration of the mutual covenants and agreements herein, Company and Contractor agree as follows:

### **1. Services; Work Product.**

(a) Contractor shall provide the services (“Services”) described in the Statement of Work (“SOW”) which is attached as **Exhibit A**. Contractor shall not contract with others for the provision of Services, in whole or in part, except upon the prior written consent of Company, which consent may be withheld for any reason.

(b) Any materials, computer code (source and object codes), reports, inventions, and any other materials created or furnished by Contractor to Company in the course of performing the Services hereunder shall be referred to herein as the “Work Product.” Any materials, computer code (source and object codes), reports, inventions, or other materials created in whole or in part by the Contractor before entering into this Agreement that are not related to the specific Work Product contracted by Company, and which would not otherwise conflict with any other stipulations herein, shall remain the sole property of the Contractor (“Property of Contractor”), and the Contractor shall retain all rights and royalties associated therewith. To the extent that Property of Contractor is useable by Company and/or its customer (including licensees), Company is granted a non-exclusive, worldwide, royalty-free, perpetual license to use and sublicense the right to use such Property of Contractor to others.

(c) Nothing contained in this Agreement shall be construed as a right of Contractor to

continued engagement as an independent contractor of Company, or as a limitation of the right of Company to discharge Contractor, with or without cause. Company has no knowledge of Contractor’s dependence on revenues from Company in proportion to Contractor’s revenues from other engagements.

(d) Contractor agrees and acknowledges that the Services hereunder are performed by Contractor on an independent contractor basis, and that Contractor is not an employee of the Company for any purpose, including, but not limited to, for purposes of federal, state and local taxes, nor shall Contractor hold itself out to be an employee of the Company. Contractor agrees that, as an independent contractor, compensation paid hereunder is not subject to withholdings for social security or federal, state or local income taxes, and Contractor expressly acknowledges full responsibility for the reporting of all compensation and payment of all applicable taxes, including self-employment taxes, arising therefrom. Contractor acknowledges and agrees that where worker’s compensation coverage is applicable to Services performed hereunder, it shall be Contractor’s responsibility to provide such coverage for itself, and, if applicable, any of its employees. Contractor acknowledges and agrees that Contractor personnel is not in any way entitled to participate in any employee benefit plans or programs of the Company. Contractor further agrees to indemnify and hold the Company harmless to the extent that the Company incurs any liability arising out of, or related in any way to, the Contractor or its employees being classified as an employee or employees of the Company for any purpose.

(e) The Company agrees that neither the Company, nor the Company’s agents or representatives, shall have any right to control or direct the details, manner or means by which

Contractor accomplishes the results of the Contractor's Services as set forth in the SOW. Contractor shall perform the Services at any place of Contractor's choosing and Contractor shall have no obligation to work any particular hours or any particular amount of hours during any period of time, to the extent permitted by the nature of the Services to be rendered.

(f) Contractor has no authority to act, enter into any contract or incur any liability on behalf of the Company.

**2. Representations.** In addition to any other representations and warranties in this Agreement (including the SOW), Contractor represents and warrants to Company that:

(a) Contractor has sufficient expertise, training and experience to satisfactorily provide the Services;

(b) The Services will be performed in a professional and workmanlike manner, and the Services, including the Work Product, will be as required by Company and suitable for Company's business purposes;

(c) No Proprietary Information (as such term is defined in Section 5(a) below) of third parties and no third-party intellectual property shall be used by Contractor in the performance of the Services, or incorporated into any Work Product, except upon the prior written consent of Company, which may be withheld for any reason;

(d) Contractor is not presently under, nor will Contractor enter into during the term hereof, any agreement or other obligation which would in any way prevent, limit or otherwise impair the provision by Contractor of the Services to Company or the other obligations of Contractor hereunder;

(e) Contractor will not knowingly cause nor allow trapdoors, gateways, viruses, bugs, worms, time bombs or similar methods of system and data access and/or destruction to be contained within the Work Product. Contractor agrees to indemnify and hold harmless Company against any and all claims which may arise as a result of Contractor knowingly causing or

allowing the existence of the items described in this subsection (e);

(f) Contractor will notify Company in writing when Contractor has good cause to be uncertain of the status of ownership of intellectual property used in the Work Product; and

(g) Contractor shall comply fully with all directives provided by Company concerning any regulations applicable to the Company and the maintenance of records related thereto.

**3. Payment.**

(a) Company agrees to pay Contractor for Services actually rendered at the rates and at the times specified in the applicable SOW ("Service Fees"). No change in the Service Fees is permissible under this Agreement without the prior written consent of the parties hereto.

(b) Contractor shall submit to Company an invoice in Company's standard or other mutually agreed-upon format for each month. Company agrees to remit payment to Contractor for approved invoices within thirty (30) days after receipt of Contractor's complete invoice, unless otherwise agreed to herein or in the SOW.

(c) Company will reimburse Contractor for all reasonable out-of-pocket expenses (other than normal daily working and commuting expenses) incurred in connection with the performance of the Services and pre-approved in writing. Contractor shall keep accurate and complete expense reports showing all costs and expenses incurred, including original receipts and/or other appropriate documentation acceptable to Company.

(d) Contractor acknowledges that it is solely responsible for the payment of any federal, state and local income taxes assessed on or otherwise relating to any payment, other compensation or other benefit made available to Contractor by Company pursuant to the provisions of this Agreement. Contractor shall also be responsible for maintaining any insurance coverage as may be required by Company or governmental authorities and applicable laws.

#### **4. Term and Termination.**

(a) The term of this Agreement shall commence on the Effective Date and continue for a period of **one (1) year**, to be renewed automatically for additional one-year terms, unless this Agreement is otherwise earlier terminated as hereinafter permitted.

(b) This Agreement and/or any SOW may be terminated by Contractor upon 30 days prior written notice, and by Company at any time. Failure to terminate this Agreement shall not constitute a waiver of a non-breaching party's rights under this Agreement and applicable law.

(c) Upon termination, Contractor shall promptly deliver to Company all Work Product and work-in-progress, if any, and will immediately cease use of and deliver to Company all tangible incidents of Proprietary Information (as defined below) in Contractor's possession, retaining no copies. In the event of termination, Company's sole obligation shall be limited to the payment of Contractor for Services properly rendered through the termination date and all pre-approved expenses incurred by Contractor as of the date of termination.

#### **5. Confidentiality.**

(a) Company has invested and will continue to invest considerable effort and expense in the development and creation of products and services, and have taken steps and will continue to take steps necessary to protect the secrecy of the Confidential Information (as defined below) and Trade Secrets (as defined below) of Company (collectively, "Proprietary Information").

(b) Contractor acknowledges and agrees that Contractor's position with Company will afford Contractor an opportunity to access and acquire Proprietary Information of Company which is not generally available to the public, and that the misappropriation, unauthorized use, or disclosure of Proprietary Information of Company would cause irreparable harm to Company. Contractor recognizes and agrees that Company must take reasonable steps to safeguard the confidentiality of such Proprietary Information.

(c) Contractor agrees that, with respect to Confidential Information (as defined below) of Company during the term of this Agreement and for a period of five (5) years thereafter, and with respect to Trade Secrets (as defined below) of Company for as long as such information remains a Trade Secret, Contractor will hold such Proprietary Information in a fiduciary capacity for the benefit of Company, and shall not directly or indirectly use, copy, reproduce, distribute, duplicate, report, publish, disclose or cause to be disclosed, reverse engineer, or otherwise transfer, such Proprietary Information to any third party, or utilize such information for any purpose (whether or not such information was developed or compiled by Contractor), except as expressly contemplated by this Agreement or authorized by Company in writing.

(d) (i) The term "Trade Secrets," as defined in Section 10-1-761(4) of the Your State Trade Secrets Act, means information of Company, without regard to form, including, but not limited to, technical or nontechnical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, and lists of actual and potential customers and suppliers which is not commonly known by or available to the public and which information: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who could obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(ii) The term "Confidential Information" as used in this Agreement means confidential or proprietary information, other than Trade Secrets, of value to Company, including without limitation, future business plans, materials, licensing strategies, information regarding executives and employees, and the terms and conditions of this Agreement, as well as any data or information defined herein as a

Trade Secret, but which is determined by a court not to be a trade secret under applicable law.

(e) The rights specified in this Agreement are in addition to any and all other rights Company has under applicable law.

(f) The foregoing obligations shall not apply if and to the extent that Contractor establishes that the information communicated by Company was: (i) already known to Contractor, without an obligation to keep such information confidential, at the time of Contractor's receipt from Company; (ii) received by Contractor in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; or (iii) publicly known at the time of Contractor's receipt from Company or became publicly known other than by breach of this Agreement; provided that the particular methodology through which the Company uses and depicts public information shall nevertheless remain Confidential Information..

(g) Contractor shall implement procedures to limit, control and supervise the use of the Proprietary Information of Company, which shall be at least reasonable precautions; and shall notify Company in writing of any suspected or known breach of the obligations and/or restrictions set forth in this Section 5.

**6. *Covenant Not to Solicit Personnel.***

Contractor agrees that Contractor will not, for any reason, during the term of this Agreement and for a period of one (1) year after the date of its termination, solicit for employment, attempt to employ, or affirmatively assist any other person or entity in employing or soliciting for employment any person employed or hired by Company with whom Contractor (including its employees) had contact with while engaged by Company.

**7. *Covenant Not to Compete.***

Contractor agrees with the Company that during the term hereof and for a period of one (1) year thereafter (the "Restrictive Period"), Contractor shall not, directly or indirectly, either for himself or for or through any other person or entity, participate

within the Territory (as defined below) in any business or enterprise conducting business that is similar to the Business (as defined below). For purposes of this Agreement, (i) the term "participate in" includes having any direct or indirect interest in any entity or proprietorship, whether as a sole proprietor, owner, stockholder, partner, joint venture, creditor or otherwise, or rendering any direct or indirect service or assistance to any entity or proprietorship (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise), other than owning up to 5% of the outstanding stock of any class that is publicly traded, (ii) the term "Business" means the business of providing consulting services to its clients including paid search campaign management, search engine optimization, and web analytics implementation and customization, (iii) the term "Territory" means the United States.

**8. *Covenant Not to Solicit Customers.***

Contractor agrees that, during the term of this Agreement and for a period of one (1) year after the date of its termination, Contractor shall not, on Contractor's own behalf or on behalf of any person, firm, partnership, association, corporation or business organization, entity or enterprise, solicit, contact, call upon or communicate with any customer or any prospective customer of Company, or its subsidiaries or affiliates, with a view to market, distribute, license, sell, develop or provide any product or service competitive or potentially competitive with any product or service offered, sold, provided or under current development by Company.

**9. *Reasonableness; Remedies.***

The restrictions contained in Sections 5, 6, 7 and 8 of this Agreement are considered by the parties hereto to be fair, reasonable and necessary for the protection of the legitimate business interests of Company. Contractor further acknowledges that the Company does business throughout the world that the definition of the restricted territory as the United States is therefore reasonable. In the event Contractor is in breach of, or threatens to breach any such covenants of,

this Agreement, Contractor acknowledges and agrees that Company will be greatly damaged and such damage(s) will be irreparable and difficult to quantify; therefore, Company will be entitled to injunctive or other equitable relief to restrain such breach or threat of breach, without impairing, invalidating, negating or voiding Company's rights to relief in either law or equity. In the event that any or all of the covenants hereunder are determined by a court of competent jurisdiction to be invalid or unenforceable, by reason that the breadth of restrictions is too great or for any other reason, these covenants shall be modified and interpreted to extend over the maximum geographic area, period of time, range of activities or other restrictions to which they may be enforceable.

**10. *Survival.*** Any section of this Agreement which survives after the termination or expiration hereof, including but not limited to Sections 2, 4(c), 5, 6, 7, 8, 9, 10, 11, 13, 14 and 15 of this Agreement, shall survive termination or expiration of this Agreement.

**11. *Assignment of Rights.***

(a) The parties acknowledge and agree that all Work Product will be created by Contractor at the expense and request of Company and shall be deemed "work made for hire" under the United States Copyright Act (17 U.S.C. Section 101 *et seq.*). To the extent any work of authorship or inventorship constituting part of the Work Product or otherwise developed in the course of providing Services under this Agreement is not deemed to be a "work made for hire," or does not otherwise vest in unrestricted title in Company as a matter of law, Contractor expressly assigns such works of authorship or inventorship to Company. Contractor acknowledges that all right, title and interest in and to the Work Product shall be solely owned by Company, including without limitation all worldwide copyright, patent, trade secret, trademarks and other proprietary rights. Accordingly, Contractor shall execute, and shall ensure that each and every individual providing Services hereunder for Contractor executes prior to the provision of such Services, an Assignment

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of Works in the form attached hereto as ***Exhibit B.***

(b) Whenever an invention or discovery is made under this Agreement by Contractor, either solely or in collaboration with others, including employees of Company, Contractor shall promptly provide Company written notice thereof and shall furnish Company with complete information thereon, including, at a minimum (i) a complete written disclosure of each such invention or discovery, and (ii) information concerning the date and identity of any private or public use, sale or publication of such invention or discovery made by or known to Contractor or of any contemplated publication known to Contractor. As used herein, the term "invention" or "discovery" includes any art, machine, process, manufacture, design or composition of matter, or any new and useful improvement thereof, whether or not it is or may be patentable under the patent laws of any country; and the term "made" when used in relation to any invention or discovery, means the conception of the actual or constructive reduction to practice of such invention.

(c) Contractor shall execute and deliver all assignments and documents reasonably requested by Company to perfect Company's ownership interests under this Agreement in such Work Product, including inventions and discoveries. Further, Contractor represents and warrants that it has the right to transfer, and does hereby assign the rights to Company to secure, the rights of Company stated in this Agreement.

**12. *Compliance with Laws.*** Contractor agrees that, in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any applicable laws, decrees, rules or regulations, or (ii) would have the effect of causing Company to be in violation of any laws, decrees, rules or regulations.

**13. *Indemnification.*** In addition to any other indemnification covenants herein:

(a) Contractor undertakes and agrees that, upon being notified, given authority, and being

offered assistance, in writing and at Contractor's expense, Contractor will hold harmless and defend the Company from and against, and will assist the Company in investigating, all claims, allegations, demands, liabilities, penalties, losses, damages, administrative proceedings, lawsuits, causes of action or injuries, together with reasonable costs and expenses, including reasonable attorneys' fees, asserted against Company, or any of its managers, officers, employees and representatives, and their successors and assigns, customers and potential customers arising out of, or connected with or resulting from:

(i) Contractor's breach of any representation, obligation or warranty hereunder, Contractor's breach of any of its duties hereunder including the preparation of any Work Product, or performance of Services under this Agreement or any SOW;

(ii) Contractor's use of Intellectual Property or Confidential Information of another in the performance of its obligations hereunder without obtaining in writing a right of Company to copy and use such Intellectual Property or Confidential Information without restrictions and without compensation in connection with the provision of the Services and the use thereof by the Company; or

(iii) Injuries or damages of any kind, including but not limited to personal injury, death, property damage, theft, or infringement, arising out of or resulting from Contractor's acts, including negligent or willful acts or omissions, performed in connection with this Agreement, or resulting from (A) the use of the Work Product or Services furnished hereunder, or (B) Contractor's failure to perform its obligations hereunder.

(b) With respect to any indemnity claim under this Section 13, Contractor shall have the right, with the written approval of Company which shall not be unreasonably withheld, to settle any such claims on terms and conditions of Contractor's own selection, so long as such settlement in no manner limits, interferes with, or otherwise adversely affects Company's rights  
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granted in this Agreement, and imposes no liability or restrictions on Company. In the event that Contractor fails to promptly investigate and defend or settle any claim as provided above, then Company shall have the right, but not the duty, from that time forward to have sole control of the defense of the claim and all negotiations for its settlement or compromise, and Contractor shall remain liable for and pay any amounts incurred by Company as a result thereof, and Contractor shall satisfy any resulting settlement, award or judgment thereof.

**14. Limitation of Liability.** The liability of the Company for any action or arbitration award arising from or related in any way to this Agreement, including all fees and costs associated therewith, shall be limited to the fullest extent of applicable law to a sum equal to the fees paid by the Company to Contractor solely for Services under this Agreement in the six (6) months preceding the claim.

**15. Arbitration.**

(a) Except with respect to equitable remedies such as injunctions and disputes related to the ownership and protection of Proprietary Information, the parties agree that any dispute, claim or controversy arising hereunder or relating in any way to this Agreement, shall be settled by binding arbitration in Fulton County, Your State, in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator shall issue a written decision specifying the basis for the award made.

(b) The party filing a claim or counterclaim in the arbitration proceeding shall pay the deposit(s) determined by JAMS with respect to such claim or counterclaim. All other costs associated with the arbitration and imposed by JAMS shall be paid as determined by the arbitrator(s) and, in absence of such determination, equally by each party to the arbitration. In addition, unless the arbitrator awards payment of reasonable attorney and other fees to a party, each party to the arbitration shall be responsible for its own attorneys' fees and other professional fees incurred in

connection with the arbitration. Determinations of the arbitrator will be final and binding upon the parties to the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitrator shall apply the substantive law of the State of Your State, without giving effect to its conflict of laws rules.

(c) THE ARBITRATOR SHALL NOT BE AUTHORIZED TO AWARD INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR THE OBLIGATIONS OF A PARTY UNDER THIS AGREEMENT.

(d) EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, EQUITY, OR TORT (SUCH AS NEGLIGENCE)), OR OTHERWISE

#### **15. *Miscellaneous.***

(a) Contractor shall not delegate its obligations hereunder without Company's written consent, and shall not assign or transfer this Agreement to any party without the prior written consent of Company.

(b) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision, and any such finding of invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any provision of this Agreement is held to be invalid or unenforceable, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. It is expressly understood, however, that the parties hereto intend each and every provision of this

Agreement to be valid and enforceable, and hereby knowingly waive all rights to object to any provision of this Agreement. Accordingly, if any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision(s) will, rather than be stricken in their entirety, be deemed superseded by valid, enforceable provisions that most closely match the intent of the original provisions and the remainder of the Agreement shall continue in effect.

(c) This Agreement has been made and delivered in the State of Your State, in which state the offices of Company are located. Subject to the arbitration provisions of Section 15, any action related to or arising out of this Agreement shall be brought solely in the state and federal courts seated in Atlanta, Your State, and the parties irrevocably commit to the jurisdiction of said courts and waive any objection to the forum or venue of any litigation lodged in such court as being inconvenient.

(d) The headings and captions used in this Agreement are for convenience of reference only, and shall in no way define, limit, expand or otherwise affect the meaning or construction of any provision of this Agreement.

(e) Any notice required or permitted to be given pursuant to this Agreement shall be deemed sufficiently pursuant to this Agreement shall be deemed sufficiently given when: delivered in person; deposited in the United States mail, registered or certified mail, postage prepaid, addressed to the respective party at the address shown with the party's signature below; deposited with an overnight courier that provides delivery receipt; sent by facsimile to the recipient's known facsimile number with confirmation of transmission; or sent by e-mail with receipt confirmed.

(f) Neither party shall be responsible for any delay or failure in performing any part of this Agreement when it is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control (any of which may hereinafter be referred to as a "Condition"). If

any such Condition occurs, the party delayed or unable to perform shall give immediate written notice to the other party, and the party affected by the delay or inability to perform of the other party may elect to terminate this Agreement or delay performance of this Agreement until the Condition ceases. Nothing set forth herein shall be construed to limit or restrict the right of a party to terminate this Agreement in accordance with the provisions of Section 4. The parties agree that any delay or failure to perform due to a breach of a covenant or warranty shall not be considered a Condition.

(g) This Agreement, together with the Exhibits and Statements of Work hereto, constitutes the entire agreement between Company and Contractor with respect to the subject matter of this Agreement, and supersedes any prior agreements or understandings, whether oral or written, between Company and Contractor with respect to such subject matter. No amendment or waiver of this Agreement or any provision hereof shall be effective unless in writing signed by both of the parties.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Contractor and Company have executed and delivered this Agreement as of the Effective Date.

**COMPANY, LLC**

**[ENTITY NAME]**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

\_\_\_\_\_

Name (and Title, if applicable) (Print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

If Entity, State of Organization: \*\*

\_\_\_\_\_

Address: \_\_\_\_\_

If Individual, State of Residence:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**

Attached to and a part of the Independent Contractor Agreement ("**Agreement**") between **Company, LLC** ("**Company**") and the undersigned contractor ("**Contractor**").

**A.1 SERVICES TO BE PERFORMED:** Contractor shall render general support services to the Company and shall render specific support services in the area of \_\_\_\_\_

[[**TO BE ADJUSTED FROM AGREEMENT TO AGREEMENT.**]]

**A.2 DATES:**

As determined by the Company, until completion or termination by a party subject to Section 4 of the Agreement.

**A.3 SERVICE FEES AND PAYMENT TERMS:**

Fees will be based on \$\_\_\_\_\_ per \_\_\_\_\_, payable monthly in arrears within thirty (30) days after the end of each calendar month.

**A.4 INDIVIDUAL(S) TO PERFORM SERVICE (NAME, CONTACT INFORMATION)**

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

IN WITNESS WHEREOF, Contractor and Company have executed and delivered this Statement of Work as of the Effective Date.

**COMPANY, LLC**

\_\_\_\_\_  
**CONTRACTOR'S NAME**

\_\_\_\_\_  
BY: [NAME, TITLE]

\_\_\_\_\_  
BY: AUTHORIZED OFFICER

\_\_\_\_\_  
NAME & TITLE PRINTED

DATE: \_\_\_\_\_

DATE : \_\_\_\_\_

**EXHIBIT B**  
**ASSIGNMENT OF WORKS**

The undersigned contractor (“Contractor”) assigns and conveys to **Company, LLC**, a Your State limited liability company (“Company”), all of the worldwide right, title and interest of Contractor in and to the Work Product created, invented, conceived, reduced to practice, authored, developed or delivered by Contractor either solely or jointly with others, with respect to the Services rendered as an independent contractor, including all modifications, amendments, translations, upgrades, updates, enhancements, derivative works and any other changes thereto, including worldwide trademark, copyright, trade secret, patent and all other proprietary rights (collectively, “Works”). Contractor shall provide Company with all materials or information prepared by Contractor related to the Works, retaining no copies thereof without the prior written consent of Company.

Company, as the holder of the worldwide right, title and interest in the Works, shall have the right to use the Works, or any part or parts thereof, as Company sees fit. Company may alter the Works, add to them, or combine them with any other work or works at its sole discretion. Notwithstanding the foregoing, all material created in whole or part by Contractor as part of the Works or as part of the process of creating the Works, including but not limited to data, programs, listings, printouts, documentation, documents, notes, flow charts, files, computer files, Internet web site content, correspondence, and programming aids, shall be the property of Company whether or not Company uses such material. No rights in the Works, whether legal or moral, are reserved by Contractor.

In the event that Contractor has any rights or interests in and to the Works that cannot be assigned to Company, then Contractor hereby grants to Company, and its respective successors and assigns, an unconditional, exclusive, worldwide, fully paid license to use, including the right to sublicense the Works and grant others, such rights in any way and without any limitation whatsoever. The term of such license to Company will be the duration of Contractor’s rights in the Works which are unassignable to Company. In the event that Contractor has any rights in and to any Works that cannot be assigned, licensed or sublicensed to Company, Contractor hereby irrevocably and unconditionally waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Company, its distributors, customers, clients and others, whether now known or hereafter to become known, and agree, at the request of Company and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights.

All programs, property, specifications, documentation, correspondence, data, drawings, files, computer files, Internet web site content, and all other technical and nontechnical information prepared in whole or in part by Contractor in connection with the Works are, will become and shall remain Company’s sole property.

Contractor agrees that it will not seek, and that it will require its employees, agents, representatives and subcontractors (if any) not to seek, any form of intellectual property protection for any rights in any of the Works. Contractor irrevocably waives its moral rights in the Works. Contractor shall have no rights in, and shall not communicate to any third party the nature of or details relating to, the Works. Contractor agrees that it shall do, and that it will require its employees, agents, representatives and subcontractors (if any) to do, at Company’s expense, any and all acts, and to execute any and all instruments which Company may reasonably request, to vest ownership of all Works in Company or its nominees.

[[SIGNATURE ON FOLLOWING PAGE]]

IN WITNESS WHEREOF, the undersigned executes this **Exhibit B** Assignment of Works.

**CONTRACTING ENTITY'S NAME**

By:

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_