

## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into by and between , having an address of (hereinafter "COMPANY"), and, having an address of (hereinafter CONTRACTOR).

WHEREAS, COMPANY wishes to obtain the professional services offered by an independent contractor; and

WHEREAS, CONTRACTOR wishes to provide professional services to COMPANY under the terms and conditions set forth in this AGREEMENT;

NOW, THEREFORE in consideration of the mutual promises and covenants herein contained, the parties agree to the Articles as follows:

1. **SCOPE OF WORK:** COMPANY does hereby retain and engage CONTRACTOR in his/her professional capacity to provide the following services

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and/or other services as agreed to on a project-by-project basis. CONTRACTOR shall be an independent contractor and shall be solely responsible for payment of all taxes and/or insurance as required by federal and state law.

2. **PERIOD OF PERFORMANCE:** Either party may terminate this agreement upon notice to the other. The duties of confidentiality shall remain in effect after termination.

3. **COMPENSATION:** COMPANY shall compensate CONTRACTOR as follows:

4. **OWNERSHIP OF WORK PRODUCT/INTELLECTUAL PROPERTY:** All patentable and unpatentable inventions, discoveries, ideas, source code, materials, and other intellectual property which are developed by CONTRACTOR for COMPANY under the terms of this AGREEMENT shall belong exclusively to COMPANY and COMPANY shall be the sole owner of all copyrights, patents, inventions, discoveries and trade secrets in the same, including the right to change, edit, and distribute same throughout the world. Promptly upon

conception of such invention, discovery, or idea, CONTRACTOR will disclose same to COMPANY and COMPANY shall have full power and authority to file and prosecute patent applications throughout the world thereon and to procure and maintain patents thereon. CONTRACTOR shall, at COMPANY's request and expense, execute documents and perform such acts as COMPANY's counsel may deem necessary or advisable, to confirm in COMPANY all right, title and interest throughout the world, in and to, such invention, discovery, idea, and other intellectual property and all patent applications, patents and copyrights thereon, and to enable and assist COMPANY in procuring, maintaining, enforcing and defending patents, copyrights, and other applicable statutory protection throughout the world on any such invention, discovery, or idea which may be patentable or copyrightable.

5. **CONFIDENTIAL INFORMATION:** COMPANY agrees to make available to CONTRACTOR such information as is necessary for the fulfillment of the AGREEMENT. CONTRACTOR agrees to accept and hold CONFIDENTIAL INFORMATION obtained from COMPANY in confidence at all times during and after the termination of this AGREEMENT. CONTRACTOR shall not use nor disclose such information, unless, until and to the extent COMPANY shall consent thereto in writing, or such information, know-how, inventions, discoveries, and ideas are or shall become generally available to the public, or such a disclosure is otherwise required by law.

6. **THIRD PARTY OBLIGATIONS:** CONTRACTOR hereby represents to COMPANY that CONTRACTOR does not have any express or implied obligation to a third party which in any way conflicts with any of CONTRACTOR's obligations under this agreement. Where applicable, CONTRACTOR also represents that all employees and independent contractors that CONTRACTOR employs to do work for COMPANY are also bound to all of the provisions herein, and CONTRACTOR agrees to provide such evidence upon request.

7. **RETURN OF COMPANY MATERIALS:** All written information, source code, drawings, documents and materials prepared by CONTRACTOR in the course of CONTRACTOR's services hereunder shall be COMPANY's sole and exclusive property, and will be delivered to COMPANY at any time upon request, and in any event no later than promptly after expiration or termination of this Agreement, together with all written information, drawings, documents and materials, if any, furnished by COMPANY to CONTRACTOR in connection with CONTRACTOR's services hereunder and not consumed by CONTRACTOR in the performance of such services.

8. **JURISDICTION AND DISPUTES:** This Agreement shall be governed by the laws of the State of\_\_\_\_\_. All disputes hereunder shall be resolved in the applicable state or federal courts of the State of\_\_\_\_\_. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

9. **AGREEMENT BINDING ON SUCCESSORS:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

10. **WAIVER:** No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

11. **SEVERABILITY:** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

12. **INTEGRATION:** This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

IN WITNESS WHEREOF, both COMPANY and CONTRACTOR have hereunto executed this AGREEMENT as of the date indicated below.

COMPANY

CONTRACTOR

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\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

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

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