

# Terms

## Independent Contractor

Contractor is an independent contractor, and neither Contractor nor Contractor's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- (a) Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- (b) Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine, so long as the Contractor is available during normal working hours for communication.
- (c) Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- (d) Contractor will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Contractor's work must be performed on or with Client's computer or existing software.
- (e) Neither Contractor nor Contractor's staff shall be required to devote full-time to the performance of the services required by this Agreement.
- (f) Contractor shall be solely responsible for the payment of all foreign, Federal, state and local income taxes, social security taxes, foreign, Federal, state and local unemployment insurance and similar taxes, and all other assessments, taxes, contributions or sums payable with respect to Contractor as a result of or in connection with the services performed by Contractor under this agreement, and Contractor shall file all returns and reports with respect to any of the foregoing.

## Intellectual Property Ownership

Client is granted a perpetual, transferable, worldwide, royalty-free, unlimited license to use all work product delivered by Contractor. This license is conditioned upon full payment of the compensation due Contractor under this Agreement.

## Confidentiality

During the term of this Agreement and for 1 year afterward, Contractor will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Contractor uses to protect its own confidential information from unauthorized disclosure. All information of Client's not specifically deemed as 'public' by Client shall be considered confidential by Contractor. Confidential information does not include information that is or becomes public knowledge through no fault of Contractor.

## **Warranties**

Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. Client must report any deficiencies in Contractor's services to Contractor in writing within 30 days of performance to receive warranty remedies. Client's exclusive remedy for any breach of the above warranty shall be the re-performance of Contractor's services. If Contractor is unable to re-perform the services, Client shall be entitled to recover the fees paid to Contractor for the deficient services.

## **Limitation of Contractor's Liabilities to Client**

(a) In no event shall Contractor be liable to Client for lost profits of Client, or special, incidental or consequential damages (even if Contractor has been advised of the possibility of such damages).

(b) Contractor's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to Contractor by Client under this Agreement.

(c) Client shall indemnify Contractor against all claims, liabilities and costs, including reasonable attorney fees, of defending any third party claim or suit, other than for infringement of intellectual property rights, arising out of or in connection with Client's performance under this Agreement. Contractor shall promptly notify Client in writing of such claim or suit and Client shall have the right to fully control the defense and any settlement of the claim or suit.

## **General Provisions**

(a) Severability: If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

(b) Applicable law: This Agreement will be governed by the laws of the state of Washington.

(c) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given when delivered to the recipient's address as appearing in the introductory paragraph to this Agreement.

(d) No partnership: This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

(e) Termination: either party may terminate this agreement at any time with 15 days notice. All confidentiality, intellectual property, warranty and indemnity clauses will survive the termination of this agreement. Contractor shall be entitled to full payment for services performed prior to the date of termination. This agreement will end no later than \_\_\_\_\_.

## **Expenses**

Contractor shall be responsible for all expenses incurred while performing services under this agreement. However, Client shall reimburse Contractor for all reasonable travel and living expenses necessarily incurred by Contractor while away from Contractor's regular place of business to perform services under this Agreement. Contractor shall submit an itemized statement of such expenses. Client shall pay Contractor within 30 days from the date of each statement.