

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into and made effective as of _____ ("Effective Date"), by and between Grok Interactive, LLC ("Company") and _____ ("Contractor").

In consideration of the mutual covenants contained in this Agreement, Company and Contractor ("the parties") agree as follows:

1. **Duties.** Contractor shall provide software planning, design, development, and support services ("Consulting Services") to Company.
2. **Compensation.**
 - a. **Amount.** The work performed by Contractor shall be performed at the rate set forth below, not to exceed the total amount specified below:
Rate: _____, not to exceed: _____.
 - b. **Payment.** Invoices shall be issued to Company by Contractor biweekly after performance of the Consulting Services, and payment shall be due 5 business days after receipt of invoices.
 - c. **Taxes.** Company shall not be responsible for federal, state, or local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state, or local income tax, other payroll taxes, workers' compensation, disability benefits, or other legal requirements applicable to Contractor.
3. **Expenses.** Company shall pay all expenses reasonably incurred by Contractor in the course of performing services under this Agreement as long as the expenses are pre-approved by Company and supporting documentation for the expenses is provided. Company shall reimburse Contractor within 5 days upon receipt of request for reimbursement from the Contractor.
4. **Independent Contractor Status.**
 - a. **Status.** Contractor is an independent contractor of Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

Company Initials ____ .

Page 1 of 5

Contractor Initials ____ .

- b. **No Authority.** Contractor shall have no authority to act as agent for, or on behalf of, Company, or to represent Company, or bind Company in any manner.
 - c. **No Employee Benefits.** Contractor shall not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of Company.
5. **Representations and Warranties.** The Company and the Contractor respectively represents and warrants to each other that each respectively is fully authorized and empowered to enter into the Agreement and that their entering into the Agreement and to each parties' knowledge the performance of their respective obligations under the Agreement will not violate any agreement between the Company or the Contractor respectively and any other person, firm or organization, or any law or governmental regulation.
6. **Confidential Information.** Contractor and its employees shall not, during the time of rendering services to the Company or thereafter, disclose to anyone other than authorized employees of the Company (or persons designated by such duly authorized employees of the Company) or use for the benefit of Contractor and its employees or for any entity other than the Company, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Company projects or programs; the technical, commercial, or any other affairs of the Company; or, any confidential information which the Company has received from a third party.
7. **Intellectual Property.**
- a. **Work Product.** During the course of performing the Consulting Services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with Company, develop information, produce work products, or achieve other results for Company in connection with the Consulting Services it performs for Company.
 - b. **Ownership.** Contractor agrees that such information, work products, and other results, systems, and information developed by Contractor and/or Company in connection with such Consulting Services (hereinafter referred to collectively as the "Work Product"), to the extent permitted by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. 101), and shall remain the sole and exclusive property of Company.

- c. **Assignment of Interest.** To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign to Company all right, title, and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.
 - d. **Moral Rights.** Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.
 - e. **Assistance.** Contractor further agrees to provide all assistance reasonably requested by Company, both during and subsequent to the Term of this Agreement, in the establishment, preservation, and enforcement of Company's rights in the Work Product.
 - f. **Return of Property.** Upon the termination of this Agreement, Contractor agrees to deliver promptly to Company all printed, electronic, audio-visual, and other tangible manifestations of the Work Product, including all originals and copies thereof.
8. **Non-Solicitation.** During the term of this Agreement and for one year after any termination of this Agreement, Contractor will not, without the prior written consent of the Company, either directly or indirectly, on Contractor's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the Company, or any customer of the Company.
9. **Term.** This Agreement shall commence upon Effective Date and shall continue for a period of six (6) months and may be terminated by either party without cause upon fourteen (14) days written notice.

10. Indemnification.

- a. **Indemnification by Contractor.** Contractor agrees to indemnify and hold harmless Company and its officers, directors, employees and agents, from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs and other legal expenses, insurance deductibles, and all other expenses arising out of or relating to, directly or indirectly, from:
 - i. the negligent, grossly negligent, or intentional act or omission of Contractor or its directors, officers, employees, agents or Contractors,

Company Initials ____ .

Page 3 of 5

Contractor Initials ____ .

- ii. Contractor's failure to perform any of its obligations under this Agreement, and
 - iii. any act or omission of Contractor in connection with the Consulting Services.
 - b. **Notification.** Company will promptly notify Contractor of any claim for indemnification.
 - c. **Survival.** Contractor's obligations under this Section 10 shall survive termination or expiration of this Agreement.
11. **Assignment.** Any attempt to assign or transfer any duties or obligations herein shall render such attempted assignment or transfer null and void.
12. **Liability.** Contractor shall indemnify and hold harmless the Company and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by the acts or negligence of the Company or its agents or employees, in the execution of this Agreement.
13. **Mediation and Arbitration.** If any controversy or dispute arises under the terms of this Agreement, and the parties do not resolve it by negotiation within thirty (30) days, the parties agree to select a mutually agreeable neutral third party to help them mediate it. If the mediation is unsuccessful after thirty (30) days, the parties agree that the controversy or dispute shall be decided by binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final. Costs and fees (other than attorneys' fees) associated with the mediation or arbitration shall be shared equally by the parties. Each party shall be responsible for its attorneys' fees associated with arbitration. The venue for all mediation and arbitration activities shall be Bexar County, TX.
14. **Interpretation.** This Agreement shall be construed pursuant to the laws of the state of Texas and venue shall occur in Bexar County, TX. This Agreement may not be modified or amended except by a written document, which is signed by authorized representatives of each of the parties. A party's failure to exercise, or delay in exercising any rights hereunder will not be deemed to be a waiver of such right. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this Agreement

Company Initials ____ .

Page 4 of 5

Contractor Initials ____ .

will not be impaired thereby. This Agreement constitutes the entire agreement between the parties and shall supersede all previous or contemporaneous agreements whether verbal or in writing.

IN WITNESS WHEREOF, the parties have executed this four (4) page Agreement as of the date first written above.

Duly Appointed and Fully Authorized Company Representative:

_____	_____	_____
Printed Name, Title	Signature	Date

Duly Appointed and Fully Authorized Contractor Representative:

_____	_____	_____
Printed Name, Title	Signature	Date

Company Initials _____ .

Page 5 of 5

Contractor Initials _____ .