

## MASTER CONSULTING AGREEMENT

This Master Consulting Agreement ("**Agreement**") is entered into as of [Effective Date], (the "**Effective Date**"), between [Company Name], a Delaware corporation having its principal place of business at [Company Registered Address] (the "**Company**"), and [Consultant Name], a Delaware corporation, whose address is [Consultant Registered Address] ("**Consultant**").

The Company and Consultant desire to have Consultant perform services for Company, subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

### 1. SERVICES

1. Statement of Work. Company and Consultant have executed (or will execute) a statement of work, substantially in the form attached hereto as Exhibit A, that describes the specific services to be performed by Consultant (as executed, the "**Statement of Work**"). The Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. The Statement of Work may be amended only by written agreement of the parties.
2. Performance of Services. Consultant will perform the services described in the Statement of Work (the "**Services**") in accordance with the terms and conditions set forth in the Statement of Work and this Agreement. Consultant shall comply with all rules and procedures communicated to Consultant in writing by the Company, including those related to safety, security, and confidentiality.
3. Delivery. Consultant will deliver to the Company the deliverables, designs, modules, software, products, documentation and other materials specified in the Statement of Work (individually or collectively, "**Deliverables**") in accordance with the delivery schedule and other terms and conditions set forth in the Statement of Work.
4. No Subcontracting. Consultant shall not subcontract any portion of Consultant's duties under this Agreement without the prior written consent of the Company.

### 2. PAYMENT

1. Fees. As Consultant's sole compensation for the performance of Services, Company will pay Consultant the fees specified in the Statement of Work in accordance with the terms set forth therein. Without limiting the generality of the foregoing, Consultant acknowledges and agrees that, if specified in the Statement of Work, Company's payment obligation will be expressly subject to Consultant's completion or achievement of certain milestones to Company's reasonable satisfaction.
2. Expenses. Unless otherwise stated on a Statement of Work, Consultant shall furnish, at Consultant's own expense, the materials, equipment, supplies, and other resources necessary to perform the Services.
3. Company Materials. The Company shall provide Consultant with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services ("**Company Materials**"). Consultant agrees to comply with all Company policies and instructions relating to the use, handling, and return of Company Materials, and shall be responsible for all individuals granted access to Company Materials on Consultant's behalf. Consultant shall ensure that access to Company Materials is restricted to the individuals assigned such access, and that such individuals will not share any Company Materials with other individuals.
4. Payment Terms. All fees and other amounts set forth in the Statement of Work, if any, are stated in and are payable in U.S. dollars. Unless otherwise provided in the Statement of Work, Consultant will invoice Company on a bi-weekly basis for all fees and expenses payable to Consultant. Company will pay the full amount of each such invoice within thirty (30) days following receipt thereof, except for any amounts that Company disputes in good faith. The parties will use their respective commercially reasonable efforts to promptly resolve any such payment disputes.

### 3. RELATIONSHIP OF THE PARTIES

1. Independent Contractor. Consultant is an independent contractor and nothing in this Agreement will be construed as establishing an employment or agency relationship between Company and Consultant. Consultant has no authority to bind Company by contract or otherwise. Consultant will perform Services

under the general direction of Company, but Consultant will determine, in Consultant's sole discretion, the manner and means by which Services are accomplished, subject to the requirement that Consultant will at all times comply with applicable law.

2. **Taxes and Employee Benefits.** Consultant will report to all applicable government agencies as income all compensation received by Consultant pursuant to this Agreement. Consultant will be solely responsible for the payment of all withholding taxes, social security, workers' compensation, unemployment and disability insurance or similar items required by any government agency. Consultant will not be entitled to any benefits paid or made available by Company to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by Company pertaining to any bonus, stock option, profit sharing, insurance or similar benefits. Consultant will indemnify and hold Company harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any obligation imposed by law on Company to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Consultant pursuant to this Agreement.
3. **Liability Insurance.** Consultant acknowledges that Company will not carry any liability insurance on behalf of Consultant. Consultant will maintain in force adequate liability insurance to protect Consultant from claims of personal injury (or death) or tangible or intangible property damage (including loss of use) that arise out of any act or omission of Consultant.

#### 4. **OWNERSHIP**

1. **Disclosure of Work Product.** Consultant will, as an integral part of the performance of Services, disclose in writing to Company all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, biological or chemical specimens or samples, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Consultant may make, conceive, develop, or reduce to practice, alone or jointly with others, in connection with performing Services, or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively, "**Consultant Work Product**"). Consultant Work Product includes without limitation any Deliverables that Consultant delivers to Company pursuant to Section 1.3.
2. **Ownership of Consultant Work Product.** Consultant agrees that all Consultant Work Product will be the sole and exclusive property of the Company. Consultant hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, all right, title and interest in and to the Consultant Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") therein. At Company's request and expense, during and after the term of this Agreement, Consultant will assist and cooperate with Company in all respects, and will execute documents, and will take such further acts reasonably requested by Company to enable Company to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Consultant Work Product. Consultant hereby appoints the officers of Company as Consultant's attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.
3. **Moral Rights.** To the fullest extent permitted by applicable law, Consultant also hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Consultant may have in or with respect to any Consultant Work Product, during and after the term of this Agreement. "**Moral Rights**" mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."
4. **Related Rights.** To the extent that Consultant owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Company of the rights assigned to Company under this Agreement (collectively, "**Related Rights**"), Consultant hereby grants or will cause to be granted to Company a non-exclusive, royalty-free,