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### INTELLECTUAL PROPERTY AND TECHNOLOGY SERVICES AGREEMENT

This Intellectual Property and Technology Services Agreement (the "Agreement") is made and entered into as of January 1, 2025 (the "Effective Date"), by and between:

COMPANY A, a Delaware corporation, with its principal place of business at [Client Address] ("Client"),

AND

VENDOR B, a California Limited Liability Company, with its principal place of business at [Vendor Address] ("Vendor").

### RECITALS

WHEREAS, Client desires to engage Vendor to provide certain technology services and intellectual property development as more fully described herein;

WHEREAS, Vendor has the expertise and resources to provide such services and intellectual property development;

WHEREAS, Client and Vendor wish to set forth the terms and conditions governing their relationship with respect to such services and intellectual property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS

1.1. "Confidential Information" shall mean any and all non-public information, whether tangible or intangible, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), or to which the Receiving Party gains access, in connection with this Agreement, including, but not limited to, business plans, financial information, customer lists, technical data, trade secrets, know-how, software, designs, specifications, inventions, and any other proprietary information. Confidential Information shall not include information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) was already in the lawful possession of the Receiving Party prior to disclosure by the Disclosing Party, free of any obligation of confidence; (c) is rightfully received by the Receiving Party from a third party without restriction on disclosure and without breach of any fiduciary duty or obligation of confidence; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

1.2. "Effective Date" shall mean January 1, 2025.

1.3. "Intellectual Property" shall mean all patents, patent applications, inventions, discoveries, copyrights, copyrightable works, trademarks, service marks, trade names, trade dress, trade secrets, know-how, proprietary rights, and any other intellectual property or proprietary rights, whether registered or unregistered, and all applications and registrations therefor, and all other rights of a similar nature.

1.4. "Services" shall mean the technology services and intellectual property development to be performed by Vendor for Client as described in Section 4.

1.5. "Term" shall mean the period of time commencing on the Effective Date and continuing for the Initial Term and any Renewal Terms, as defined in Section 3.

### 2. TERM AND RENEWAL

2.1. Initial Term. This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the "Initial

Term").

2.2. Automatic Renewal. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year each (each a "Renewal Term"), unless either party provides written notice of its intent not to renew to the other party at least ninety (90) days prior to the end of the then-current term. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."

### 3. SERVICES / SCOPE OF WORK

3.1. Vendor shall provide to Client the technology services and intellectual property development as specifically set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Exhibit A shall detail the specific deliverables, milestones, and performance standards for the Services.

3.2. Client shall cooperate fully with Vendor i

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n the performance of the Services, including providing timely access to Client personnel, information, and resources as reasonably requested by Vendor.

4.3. Any changes or additions to the Services described in Exhibit A must be agreed upon in writing by both parties, which may include a separate Statement of Work or amendment to this Agreement.

### 4. PAYMENT TERMS

4.1. Fees. In consideration for the Services provided by Vendor, Client shall pay Vendor the fees set forth in Exhibit B attached hereto and incorporated herein by this reference ("Fees").

4.2. Invoicing. Vendor shall invoice Client on a [monthly/quarterly] basis, in arrears, for Services rendered during the preceding [month/quarter]. Invoices shall be sent to [Client Billing Address] and shall be payable within thirty (30) days of the invoice date.

4.3. Expenses. Client shall reimburse Vendor for reasonable and pre-approved out-of-pocket expenses incurred in connection with the performance of the Services, provided that Vendor submits itemized receipts for such expenses.

4.4. Late Payments. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the due date until paid.

### 5. LIABILITY AND INDEMNIFICATION

5.1. Indemnification by Client. Client shall indemnify, defend, and hold harmless Vendor and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to: (a) Client's breach of any provision of this Agreement; (b) Client's use of the Services or any deliverables provided hereunder in a manner not authorized by this Agreement; (c) any third-party claims alleging that Client's data or materials provided to Vendor infringe or misappropriate any third-party intellectual property rights; or (d) Client's violation of any applicable laws or regulations.

5.2. Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to: (a) Vendor's gross negligence or willful misconduct in the performance of the Services; or (b) any claim that the Services or deliverables provided by Vendor infringe or misappropriate any third-party intellectual property rights, provided that Client promptly notifies Vendor in writing of such claim and Vendor has sole control of the defense and settlement of such claim.

5.3. Limitation of Liability. EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND BREACHES OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST REVENUE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TOTAL AGGREGATE LIABILITY OF VENDOR TO CLIENT UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO VENDOR UNDER THIS AGREEMENT DURING THE THIRTY (30) DAY PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

### 6. CONFIDENTIALITY

6.1. Obligations. Each party agrees to hold in strict confidence all Confidential Information of the other party and shall not disclose such Confidential Information to any third party, nor use such Confidential Information for any purpose other than as necessary to

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from its obligations under this Agreement, without the prior written consent of the Disclosing Party.

6.2. Return or Destruction. Upon the termination or expiration of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in its possession or control, and certify in writing that all such Confidential Information has been returned or destroyed.

## 7. TERMINATION

7.1. Termination for Cause. Either party may terminate this Agreement upon written notice to the other party if the other party: (a) materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; or (b) becomes insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or has a receiver appointed for its assets.

7.2. Termination for Convenience by Vendor. Notwithstanding anything to the contrary herein, Vendor may terminate this Agreement for any reason or no reason upon thirty (30) days' written notice to Client.

7.3. Effect of Termination. Upon termination or expiration of this Agreement: (a) Client shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination; and (b) all licenses and rights granted hereunder shall immediately terminate. The provisions of Sections 5, 6, 7, 8, and 9 shall survive the termination or expiration of this Agreement.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

8.2. Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Wilmington, Delaware. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## 9. GENERAL PROVISIONS

9.1. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or by reputable overnight courier service to the addresses set forth in the preamble to this Agreement, or to such other address as either party may designate by written notice to the other party.

9.2. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

9.3. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

9.4. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right to enforce such provision thereafter.

9.5. Intellectual Property Assignment. Client hereby irrevocably assigns, transfers, and conveys to Vendor, and agrees to assign, transfer, and convey to Vendor, all of Client's right, title, and interest in and to any and all Intellectual Property developed, conceived, reduced to practice, or created by Client or jointly by Client and Vendor, or by Vendor for Client, in connection with or arising out of the performance of this

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Agreement, including any improvements or modifications thereto. This assignment includes all Intellectual Property that may be considered "work made for hire" under applicable law. Client further agrees to execute and deliver such further documents and take such further actions as Vendor may reasonably request to perfect, record, and enforce Vendor's ownership of such Intellectual Property. Client shall have no right, title, or interest in or to any Intellectual Property assigned to Vendor hereunder, and Client shall not have any license or right to use such Intellectual Property following such assignment.

9.6. Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except that Vendor may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

9.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property and Technology Services Agreement as of the Effective Date.

COMPANY A

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

Name:

Title:

VENDOR B

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

Name:

Title: