

<hd> 2. OWNERSHIP AND LICENSES</hd>

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:: Work Product Ownership ::

Work Product is <std>My Standard Variable</std> defined as <date>deposit date</date>

the finished product, aswell as drafts, notes, materials,

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mockups,hardware, designs, inventions, patents, code,and anything else that the

Contractor conceives, creates, designs, develops,invents, works on, or reduces to

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Practice—as part of this project, whether before thedate of this Agreement or after.

The Client is deemed to gain full ownership of thework product, including its rights,

titles, and associated interests, once the agreedpayment for it has been made in full

to the Contractor.

:: Background Intellectual Property ::

During the course of this project, the Contractormay choose to use Background

intellectual property that it owns or has licensedfrom a third party, such as

pre-existing code, type fonts, properly-licensed stockphotos, and web application

tools. Any utilized Background IP are considered as <std> Work

Products </std>, and the rights to use them outsidethe defined work product, is

not transferred to the Client.

Where required, the Contractor can choose to grantthe Client the permission to use

and license (with the right to sublicense) the backgroundIP to develop, market, sell,

and support the Client's products and services. The Client cannot sell or license the background IP separately from its products or services. This grant does not end even after this Agreement is ended.

:: Contractor's Right To Use Client IP ::

The Contractor may need to use the Client's intellectual property to deliver its work. The Client agrees to let the Contractor use the Client's intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Contractor's job. Beyond that, the Client is not obligated to provide the Contractor any intellectual property rights that are not required to deliver the scope of work.

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<hd> 3. COMPETITIVE ENGAGEMENTS** </hd>

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The Contractor won't work for a competitor of the Client until this Agreement ends. A competitor is defined as any third party that develops, manufactures, promotes, sells, licenses, distributes, or provides products or services that are substantially similar to the Client's products or services. If the Contractor uses employees or subcontractors, the Contractor must make sure they follow the obligations in this paragraph, as well.

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