



## UNICORN GLOBAL

### ANNEXURE A: INTELLECTUAL PROPERTY RIGHTS

The Service Provider ("us/we/our") creates certain Intellectual Property for the Subscriber ("you/your"). This document outlines the assignments, rights, and responsibilities regarding all Intellectual Property.

1. **Definitions** The terms used in this document are the same as the ones defined in clause 1 of the Development Subscription Services Agreement ("*the Agreement*").
2. **Additional Definitions**
  - 2.1. **Bespoke Intellectual Property** means the specified non-generic Closed Source Intellectual Property comprising the Specified Product and only as defined in the Specified Product Description document.
  - 2.2. **Intellectual Property** means patents, rights to inventions, copyright and related rights, all other rights in the nature of copyright, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights and any other intellectual property rights, including but not limited to any Open or Closed Source functions, methods, algorithms, dependencies, techniques, logic, themes, templates, layouts, libraries, frameworks, processes, generic code, practices, ideas, concepts, sequences, icons, logos, derivative works, structures, interfaces, visual assets, know how, documentation, data, trade names, trademarks or other assets or Source Code, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals, extensions or revivals of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
  - 2.3. **Service Provider Intellectual Property** means any and all other Intellectual Property, that the Service Provider or any of its employees or any affiliate creates, has previously created, acquired, may acquire or otherwise has or may receive the rights in, and which the Service Provider may employ, provide, modify, create, whether or not related to the creation of the Bespoke Intellectual Property, but specifically excluding the Bespoke Intellectual Property, the Subscriber Data, the Authorised User Data, and the Subscriber Intellectual Property.
  - 2.4. **Subscriber Intellectual Property** means specified Closed Source Intellectual Property that you have previously created, acquired or otherwise have rights in.

3. The Intellectual Property rights for the Bespoke Intellectual Property created by us on your behalf are hereby assigned by us to you provided all Fees, Costs or other agreed remuneration has been fully paid by you. Bespoke Intellectual Property will be assigned to you on a monthly basis upon payment of all Fees and Costs. Should your account be in arrears, the Bespoke Intellectual Property for the months in which your account remains in arrears (irrespective of whether the payment for such month has been made) will not be assigned until your account has been settled in full. In addition, for so long as you are in breach of this Agreement in any way, your access to all code repositories will be revoked until the breach has been remedied and you indemnify us from all loss you may suffer as a result thereof.
4. You retain all Intellectual Property rights to your Subscriber Intellectual Property.
5. You hereby grant us a worldwide, fully paid-up, perpetual, and non-exclusive licence during the lifetime of this Agreement to perform any lawful act, including the right to use, copy, modify, enhance or create derivative works of your Subscriber Intellectual Property for the sole purpose of providing the Services to you.
6. We will cease all use of your Subscriber Intellectual Property upon termination of this Agreement.
7. We will not be permitted to use your Subscriber Intellectual Property for the benefit of any entities other than you without your prior written consent.
8. Any and all other Intellectual Property rights are and will remain our property. You may not during or at any time after termination of this Agreement acquire or be entitled to claim any right or interest in our Intellectual Property or in any way question or dispute the ownership thereof by us.
9. To the extent that our Intellectual Property forms part of your Bespoke Intellectual Property, you are granted a fully paid-up, non-exclusive licence, to create such reproductions of our Intellectual Property as are necessary for the sole purpose of running the Bespoke Intellectual Property, and only when directly related to your Specified Product.
10. You will not be permitted to use the our Intellectual Property for the benefit of any other entities or products outside of your Specified Product without our prior written consent.
11. You may not disclose, use, reverse engineer, disassemble, copy, transmit, distribute, modify, decompile or create derivative works of our Intellectual Property in any way without our prior written consent.
12. We will ensure that Deliverables comply with any requirements of any relevant Open Source licenses in order to ensure that you remain compliant.
13. We will ensure that use of Open Source will not affect the usability of any Deliverable.