

EXECUTIVE LEGAL AUDIT:
ZEBRATECHNOLOGIESCORP 04 16 2014 EX
10.1 INTELLECTUAL PROPERTY
AGREEMENT

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Gemini 3 Flash Preview

RISK SCORECARD

Category	Risk Score (1-10)	Risk Level
1. IP Ownership Assignment	6	<div></div>
2. Price Restrictions	1	<div></div>
3. Non-compete, Exclusivity, and No-solicit	2	<div></div>
4. Termination for Convenience	2	<div></div>
5. Governing Law	5	<div></div>

EXECUTIVE AUDIT SUMMARY

Clause Category	Risk Level	Identified Risk	Business Impact	Suggested Redline

1. IP Ownership Assignment	●	The license granted to the Purchaser is "non-sublicenseable" and "non-transferable" (Section 2.1(b)).	Prevents the Purchaser from utilizing third-party contractors or transferring the IP rights during a corporate restructuring or sale of the business unit.	Strike "non-sublicenseable" and "non-transferable." Replace with: "sublicenseable to Affiliates and contractors, and transferable in connection with a merger or sale of all or substantially all assets."
2. Price Restrictions	●	No price-fixing, MFN (Most Favored Nation), or minimum pricing requirements are present in the provided text.	High operational flexibility; the business retains full control over its pricing strategy.	No change required.
3. Non-compete & Exclusivity	●	The licenses granted are "non-exclusive" (Section 2.1(b)). No restrictive covenants (non-competes) were identified in the text.	The Seller can license the same IP to competitors, but the Purchaser is not legally barred from competing in any specific market.	If the Business is the primary driver of value, negotiate "Exclusive" rights for the specific "Smart Sensing Network" field of use.
4. Termination for Convenience	●	Licenses are explicitly "irrevocable" and "perpetual" (Section 2.1(b)).	Provides long-term security for the Business; the Seller cannot arbitrarily revoke the right to use the IP.	Ensure the "except as expressly set forth herein" language does not link to a broad "Termination for Cause" clause that includes minor administrative breaches.

5. Governing Law



The provided text is silent on Governing Law and Venue.

In the event of a dispute, the parties may face "forum shopping" or be forced to litigate in an unfavorable or expensive jurisdiction.

Insert: "This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law principles. Exclusive jurisdiction shall be in the courts of [Preferred County/ State]."