

## 5. INTELLECTUAL PROPERTY

5.1. Definition of Innovations. Service Provider agrees to disclose in writing to the Customer all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, computer languages, computer programs, databases, user interfaces, encoding techniques, source code of the product and all documentation of the product, and other materials or innovations of any kind that Service Provider may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing services hereunder or that result from or that are related to such services, whether or not they are eligible for a patent, copyright, mask work, trade secret, trademark or other legal protection (“Innovations”).

5.2. Ownership of Innovations. For the purpose of this Agreement, "Intellectual Property Rights" means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights, and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now or in the future subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

5.3. Service Provider and the Customer agree that, to the fullest extent legally possible, all Innovations will be created as work made for hire and be at all times owned exclusively by the Customer. Service Provider agrees that the Intellectual Property Rights in all Innovations will at all times vest in and be the sole and exclusive property of the Customer on a worldwide basis for the maximum time allowed by applicable laws. Service Provider hereby irrevocably transfers and assigns to the Customer, and agrees to irrevocably transfer and assign to the Customer, all Intellectual Property Rights and title and interest in and to the Innovations together with any and all reversions, extensions, or renewals, in perpetuity throughout the world, including all rights of commercial exploitation in and to the Innovations. At the Customer's request and expense, during and after the term of this Agreement, Service Provider will assist and cooperate with the Customer in all respects and will execute all necessary documents and, will give testimony and take such further acts reasonably requested by the Customer to enable the Customer to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights in and other legal protections for the Innovations. Service Provider hereby appoints the officers of the Customer as Service Provider's attorney-in-fact to execute documents on behalf of Service Provider for this limited purpose. The Service Provider shall provide to the Customer all reasonable assistance with any proceedings, which may be brought by or against the Customer against or by any third party relating to the Intellectual Property Rights in Innovations.

5.4. To the extent any of the Intellectual Property Rights in the Innovations cannot be assigned by the Service Provider to the Customer due to any applicable laws, the Service Provider hereby grants to the Customer an exclusive, perpetual, royalty-free, transferable, irrevocable, and worldwide license to practice such rights, including, but not limited to, the right to use, reproduce, sublicense, transfer, exploit, distribute and modify any Innovations and/or the Intellectual Property Rights in Innovations.

5.5. Moral Rights. Service Provider also hereby irrevocably transfers and assigns to the Customer, and agrees to irrevocably transfer and assign to the Customer, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Service Provider may have in or with respect to any Innovation, during and after the term of this Agreement. “Moral Rights” mean any rights to claim authorship of an Innovation, to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under the 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.”

5.6. Related Rights. To the extent that Service Provider owns or controls (presently or in the future) any Intellectual Property Rights that block or interfere with the rights assigned to the Customer under this Agreement (collectively, “Related Rights”), Service Provider hereby grants or will cause to be granted as soon as possible, understanding that time is of the essence, to the Customer an exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide license to make, have made, use, offer to sell, sell, import, copy, modify, exploit, create derivative works based upon, distribute, transfer, sublicense, display, perform and transmit any Innovations, products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable the Customer to exercise all of the rights assigned to the Customer under this Agreement.

5.7. To the extent any of the Intellectual Property Rights or Related Rights in and to the Innovations can neither be assigned nor licensed by the Service Provider to the Customer, the Service Provider irrevocably waives and agrees never to assert such rights against the Customer.

5.8. The Service Provider shall not develop or manufacture (or provide assistance to third parties in developing or manufacturing) software products that incorporate or are based on the Services for the Customer.

5.9. All Intellectual Property Rights in the Innovations shall belong to the Customer from the moment of their acceptance and due and full payment for the services, rendered under this Agreement.

5.10. For the avoidance of doubt, the Customer may at any time assign, transfer, license, or sublicense any of the Intellectual Property Rights in the Innovations to its affiliated entities (including its holding companies and subsidiaries) or third parties without the consent of the Service Provider.

5.11. The Service Provider shall indemnify the Customer against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim that the use of the Innovations or receipt of the benefit of the Services by the Customer infringes third party Intellectual Property Rights.