

## **Attachment IP**

### **Intellectual Property Rights**

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1. Subject to Sections 6 and 7 set forth herein and payment in accordance with Section 4 of the Agreement of amounts owing Contractor hereunder, County, shall and does own all titles, rights and interests in all Deliverables created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Deliverables without the express written consent of the County.
2. "Deliverables" are defined as all materials, the APAS Solution, and Software (including all releases, versions, and iterations thereof), and applications, interfaces, modules, source code, object code, technology, systems, and related designs, documentation, plans, reports, templates, studies, written strategy documents, operating models, technical and technology architecture, abstracts and summaries, software configurations, business rules, databases, Documentation, Specifications, technology, processes, methods, and other materials or items; (b) any other works of authorship agreed to be delivered by Contractor under the Agreement or Statement of Work; and (c) other items produced, provided, conceived, or developed in the course of performing the Services that are listed or described in the Agreement, or Statement of Work (including all Exhibits and Attachments) as a deliverable or is otherwise required to be delivered by Contractor to County in order to satisfy Contractor's obligations under the Agreement or Statement of Work. For the avoidance of doubt, Deliverables include the Production Deliverables or Non-production Deliverables.
3. Subject to this Attachment IP and the terms of the Agreement, Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Deliverables nor the validity of the intellectual property embodied therein. Subject to Sections 6 and 7 and payment in accordance with Section 4 of the Agreement of amounts owing Contractor hereunder, Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Deliverables. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Deliverable, including prompt execution of documents as presented by the County.
4. To the extent any of the Deliverables may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Deliverables, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Deliverables are deemed not to be "work-made-for-hire" or not owned by the County, Sections 6 and 7 and payment in accordance with Section 4 of the Agreement of amounts owing Contractor hereunder, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign

to the County all titles, rights, interests, and/or copyrights in such Deliverables. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Deliverables, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Deliverables with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. "Contractor Materials" means materials (i) in existence prior to this Agreement, (ii) created, developed or acquired during the term of this Agreement but not exclusively for County, or (iii) generic in nature and used generally in the software, advertising or digital industries (e.g. APIs), or (iv) otherwise identified as Contractor Materials in the applicable Statement of Work. As between County and Contractor, Contractor Materials are the sole and exclusive property of Contractor. Subject to payment in accordance with Section 4 of the Agreement of amounts owing hereunder, Contractor hereby grants County a non-exclusive, non-transferable, non-sublicensable, perpetual, worldwide, royalty-free license to use and create derivative works of Contractor Materials. County shall not commercially exploit the Contractor Materials, or permit any non-governmental third party to access or use the Contractor Materials except to provide services to County for County's sole benefit. Contractor reserves all rights in Contractor Materials not expressly licensed to County hereunder.
7. County acknowledges and agrees Contractor may obtain materials from third parties in performing its obligations hereunder ("**Third Party Materials**"). Any Third-Party Materials and intellectual property owned by third parties and provided to County remain the sole and exclusive property of such third parties, and subject to their applicable license terms.
8. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** or similar provisions regarding intellectual property to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Deliverables are preserved and protected as intended herein.