

# INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Intellectual Property Rights Agreement ("IP Agreement") forms an integral part of and is incorporated by reference into any proposal, quotation, statement of work, master service agreement, non-disclosure agreement, or other contractual arrangement (collectively, the "Principal Agreement") entered into between:

**Sigosoft Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office in Kerala, India (hereinafter referred to as "Sigosoft"),

AND

**The Client**, being any individual, company, partnership, limited liability partnership, or other legal entity engaging Sigosoft for services (hereinafter referred to as the "Client").

Sigosoft and the Client may be referred to individually as a "Party" and collectively as the "Parties"

## 1. PURPOSE AND INTENT

This Agreement defines ownership, usage, licensing, protection, and enforcement of **Intellectual Property Rights** arising from or relating to services provided by Sigosoft, ensuring clarity, legal certainty, and international enforceability.

## 2. DEFINITIONS

For the purposes of this Agreement:

- **"Intellectual Property Rights" (IPR)** means all current and future rights worldwide relating to patents, copyrights, trademarks, service marks, trade names, domain names, designs, moral rights, database rights, trade secrets, know-how, confidential information, and all similar proprietary rights.
- **"Background IP"** means all Intellectual Property owned or controlled by a Party prior to the Effective Date or developed independently outside the scope of the Services.
- **"Foreground IP"** means all Intellectual Property created, developed, authored, or reduced to practice as a direct result of the Services under the Principal Agreement.
- **"Deliverables"** means all work products, including software, source code, object code, documentation, designs, specifications, reports, diagrams, test scripts, APIs, and other materials delivered to the Client.
- **"Open Source Software"** means software distributed under licenses approved by the Open Source Initiative.

## 3. OWNERSHIP OF BACKGROUND INTELLECTUAL PROPERTY

- Each Party retains all right, title, and interest in its respective Background IP.
- Nothing in this Agreement shall transfer ownership of Background IP from one Party to the other.
- Sigosoft's Background IP includes, without limitation, proprietary frameworks, libraries, templates, architectures, methodologies, tools, accelerators, and pre-existing code.

## 4. OWNERSHIP OF FOREGROUND INTELLECTUAL PROPERTY

### A. Custom Development Projects

Subject to full payment of all fees due under the Principal Agreement:

- The Client shall own the **Foreground IP** embodied exclusively in the Deliverables developed specifically for the Client.
- Ownership shall vest upon final payment and formal acceptance of Deliverables.

### B. Sigosoft Retained Rights

Notwithstanding the above, Sigosoft shall retain:

- Ownership of all underlying know-how, skills, experience, algorithms, and generalized concepts;
- Rights to reusable components, non-client-specific modules, and improvements to Sigosoft's Background IP;
- The right to use learnings, anonymized data, and non-identifiable insights for internal purposes.

## 5. LICENSE TO BACKGROUND INTELLECTUAL PROPERTY

To the extent Sigosoft's Background IP is incorporated into Deliverables, Sigosoft grants the Client a **perpetual, worldwide, non-exclusive, royalty-free license** to use such Background IP solely as part of the Deliverables for the Client's internal and commercial purposes.

## 6. OPEN SOURCE SOFTWARE

- Deliverables may include Open Source Software.
- Such software shall be governed by applicable open-source licenses.
- Sigosoft shall not be responsible for restrictions imposed by third-party open-source licenses.

## 7. THIRD-PARTY INTELLECTUAL PROPERTY

- Any third-party software, APIs, or tools shall remain the property of their respective owners.
- The Client shall comply with applicable third-party license terms.
- Licensing costs, if any, shall be borne by the Client unless otherwise agreed.

## 8. MORAL RIGHTS WAIVER

To the extent permitted by law, Sigosoft irrevocably waives and shall ensure its personnel waive any moral rights in the Foreground IP, including rights of attribution or integrity.

## 9. INFRINGEMENT AND INDEMNITY

- Sigosoft warrants that it has the right to grant rights set forth herein.
- Sigosoft shall indemnify the Client against third-party claims alleging infringement of Intellectual Property Rights arising solely from Deliverables created by Sigosoft.
- The Client shall indemnify Sigosoft for claims arising from Client-provided materials, specifications, or instructions.

## 10. CONFIDENTIALITY AND TRADE SECRETS

Intellectual Property that qualifies as confidential information or trade secrets shall be protected in accordance with the Mutual Non-Disclosure Agreement.

## 11. TERMINATION AND EFFECTS

### A. Upon termination of the Principal Agreement:

- Client ownership of paid Foreground IP shall survive;
- Licenses granted shall continue unless expressly revoked;

### B. Unpaid Deliverables shall remain the property of Sigosoft.

## 12. ENFORCEMENT AND REMEDIES

Each Party acknowledges that unauthorized use or disclosure of Intellectual Property may cause irreparable harm. Injunctive relief shall be available in addition to other legal remedies.

## 13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of **India**. Courts located in **Kerala, India** shall have exclusive jurisdiction.

## 14. ENTIRE AGREEMENT AND PRECEDENCE

This Agreement, together with the Principal Agreement, constitutes the entire understanding relating to Intellectual Property Rights. In the event of conflict, this IP Agreement shall prevail with respect to intellectual property matters.

## 15. ACCEPTANCE

By executing or accepting the Principal Agreement or engaging Sigosoft's services, the Parties agree to be bound by this Intellectual Property Rights Agreement.

### **Sigosoft Private Limited**

Authorized Signatory

Name : \_\_\_\_\_

Date : \_\_\_\_\_

### **Client**

Authorized Signatory

Name : \_\_\_\_\_

Date : \_\_\_\_\_