

# **Intellectual Property (IP) Policy**

**Effective Date:** 1 January 2020

## **1. Purpose**

This Intellectual Property (IP) Policy outlines the ownership, usage, and protection of intellectual property created, used, or developed by MobiCycle (“Company”) in connection with its consulting, development, and related services. This policy ensures clarity and protects both the Company and its clients regarding IP rights.

## **2. Scope**

This policy applies to all Company employees, contractors, and clients engaged in services provided by the Company, including but not limited to software development, consulting, design, and data analysis.

## **3. Intellectual Property Ownership**

### **3.1 Pre-existing IP (Background IP)**

The Company retains ownership of all pre-existing IP, including but not limited to proprietary software, algorithms, frameworks, libraries, tools, and methods that were developed by the Company prior to or independently of any client project. Clients are granted a limited, non-exclusive, non-transferable license to use Background IP only as necessary to utilize the deliverables created for their project.

### **3.2 Project-Specific IP (Foreground IP)**

IP developed specifically for a client during the course of a project (known as “Foreground IP”) will be assigned to the client upon completion of the project, provided that:

- The client has fulfilled all payment obligations.
- The deliverables are intended to be exclusive to the client’s business.

The assignment of Foreground IP does not include any Background IP embedded within the deliverables, which remains the property of the Company.

### **3.3 Reusable Components**

The Company reserves the right to reuse generic components, code snippets, and non-client-specific elements developed during the project for other clients, provided such reuse does not disclose confidential information or trade secrets of the original client.

## **4. Licensing and Usage Rights**

### **4.1 Client License to Background IP**

Where Background IP is incorporated into a client's project deliverables, the client is granted a perpetual, non-exclusive license to use the Background IP solely as part of the final deliverable. This license does not allow for independent resale, distribution, or modification outside the scope of the project.

### **4.2 Company Retained License**

For Foreground IP assigned to the client, the Company retains a royalty-free, non-exclusive license to use certain non-confidential project components for internal purposes, such as portfolio development, training, and demonstrations, unless restricted by the client in writing.

## **5. Confidentiality and Trade Secrets**

### **5.1 Confidentiality Obligation**

The Company acknowledges that it may have access to the client's confidential information, business processes, and data. The Company agrees to safeguard this information and use it only as necessary for the project. Confidentiality will be maintained in accordance with the Company's Confidentiality and Non-Disclosure Policy.

### **5.2 Protection of Trade Secrets**

Any proprietary methodologies, processes, and tools used by the Company that are considered trade secrets remain protected by this policy. Clients agree not to disclose, share, or reverse-engineer any trade secrets shared during the course of a project.

## **6. Open Source Components**

### **6.1 Use of Open Source**

The Company may incorporate open-source software into its deliverables, provided it is compatible with the client's project and does not infringe on IP rights. The Company will inform clients of any open-source licenses used that may affect the deliverables.

### **6.2 Compliance with Open Source Licenses**

The Company will ensure compliance with any applicable open-source license terms. Clients will also be advised of any open-source components and associated license terms that apply to their deliverables.

## **7. Dispute Resolution**

In the event of any dispute related to IP ownership, usage rights, or licensing, the Company and client agree to first attempt to resolve the matter through mediation. If the dispute cannot be resolved through mediation, it shall be subject to arbitration in [Jurisdiction], as agreed upon in the service contract.

## **8. Policy Amendments**

The Company reserves the right to amend this policy at any time. Clients will be notified of any material changes to the IP Policy, which will apply to future projects.

### **Contact Information**

For questions regarding this policy, please contact:

#### **MobiCycle**

1603 Capitol Ave  
Cheyenne, Wyoming 82001

[legal@mobicycle.group](mailto:legal@mobicycle.group)