Copyright Policy for Software in Consulting Engagements

Effective Date: 1 January 2020

Purpose
This Copyright Policy outlines the ownership, use, and licensing of software developed by MobiCycle ("the Company") during consulting engagements with clients. The policy ensures clarity regarding copyright ownership, licensing rights, and the handling of proprietary software developed specifically for clients.

1. Scope

This policy applies to all software, source code, documentation, and related materials created, modified, or delivered by the Company as part of consulting engagements. It covers both work developed exclusively for clients and any pre-existing materials incorporated into client deliverables. It also addresses copyrightability of common or generic code.

2. Ownership of Copyright

2.1 Client-Specific Software
Unless otherwise agreed in writing, all software, source code, and documentation created specifically for a client during a consulting engagement ("Project-Specific Software") will be transferred to the client upon completion of the project. Upon full payment, the client will receive ownership of the copyright to this software, enabling them to use, modify, and distribute it without restrictions.

2.2 Pre-Existing Software and Tools (Background IP)
The Company retains ownership of all pre-existing software, tools, libraries, and proprietary code developed independently of the client engagement ("Background IP"). Any Background IP incorporated into client deliverables will be licensed to the client under a non-exclusive, royalty-free, non-transferable license, limited to use within the scope of the project. This license does not grant the client the right to resell or distribute Background IP outside of the project's intended use.

2.3 Reuse of Project-Specific Software
The Company reserves the right to retain non-exclusive rights to general-purpose code or components developed during the engagement that do not include any of the client's proprietary information. This enables the Company to reuse non-confidential, non-client-specific elements in future projects.

3. Copyrightability of Generic Code

Generic or common code snippets, such as basic commands, structures, or code that is publicly available and widely used, are generally considered non-copyrightable. Copyright does not cover purely functional elements like a basic login function or a standard database query unless they contain unique original expression.

While copyright protects the expression of ideas in code (the specific way code is written), it does not protect functional aspects (e.g., underlying algorithms, data structures). Code that closely mirrors standard libraries, frameworks, or universally accepted practices without individual expression is typically not copyrightable.

However, if backend code includes common structures but is integrated or structured in a novel way, it may qualify for copyright protection as a whole. For example, how code modules interact or are layered to perform specific tasks can reflect creativity, even if each individual component is standard. Copyright law sets a low threshold for originality: as long as the code is an independent creation of the developer and reflects minimal creativity, it may qualify for copyright protection.

Backend code can be copyrighted if it reflects an original way of solving a problem, structuring processes, or organizing functions. While copyright does not protect the underlying functionality (e.g., retrieving data from a database), it protects the specific expression of that functionality in code—meaning the unique way that logic, functions, or algorithms are expressed in written form.

Although backend code may be standard in purpose (e.g., authentication or data handling), the actual lines of code written by the developer, the organization of functions, and the comments can reflect originality. Even if another developer could achieve the same outcome with different code, the specific original lines and structure can be protected by copyright.

Copyright doesn't cover purely functional or standardized aspects of backend code, like syntax or necessary commands. Elements that are common practice (such as using SQL queries to interact with a database) are not protectable on their own, as they are standard methods.

The doctrine of Scenes a Faire in copyright law recognizes that certain elements are dictated by functionality, convention, or technical requirements, and these aren't protected. For instance, a database query to retrieve user data in a certain format is likely a standard approach, making it unprotectable. This means that some parts of backend code, where there are few alternatives for achieving a given function, would not be eligible for copyright.

When backend code is original in its structure or expression but based on commonly understood functions, it can still qualify for copyright protection. However, if another developer independently recreates similar functionality without copying the expression, that new code is not considered derivative or infringing.

4. Licensing and Usage Rights

4.1 Limited License to Use Background IP
When Background IP is incorporated into Project-Specific Software, the client is granted a limited, perpetual, non-exclusive license to use this Background IP solely within the context of the final deliverable provided by the Company. This license does not allow for independent distribution, replication, or modification of Background IP separate from the Project-Specific Software.

4.2 Prohibition on Resale and Redistribution
The client agrees not to resell, sublicense, or distribute the Project-Specific Software or Background IP provided by the Company outside of their own business use unless a separate written agreement is in place. The Company retains the right to pursue legal action for any unauthorized use or distribution.

5. Copyright Assignment

5.1 Assignment of Project-Specific Software
Upon completion of the consulting engagement and receipt of full payment, the Company will assign all copyright, title, and interest in Project-Specific Software to the client, allowing the client full ownership rights. This assignment will be documented in the final project deliverable agreement, and the client will receive a signed copyright assignment certificate.

5.2 Exclusion of Background IP from Assignment
Copyright for Background IP used in the project remains with the Company. The client acknowledges that such pre-existing materials are not subject to copyright assignment but are instead licensed as outlined in Section 4.1.

6. Confidentiality and Trade Secrets

6.1 Protection of Client Confidential Information
The Company agrees to protect all confidential information disclosed by the client and use it only as necessary for the development of Project-Specific Software. Confidential information shall not be disclosed to any third parties without prior written consent from the client.

6.2 Protection of Company Trade Secrets
The Company's proprietary algorithms, tools, and processes are considered trade secrets. The client agrees to protect the confidentiality of any trade secrets disclosed during the project and not to use or disclose them beyond the scope of the engagement.

7. Termination of Engagement

7.1 Effect of Termination on Copyright and Licensing
If the consulting engagement is terminated before completion, the Company retains ownership of any work-in-progress, Background IP, and related materials developed up to the date of termination. Any licenses granted to the client under this policy will immediately terminate unless a separate written agreement is reached.

8. Policy Amendments

The Company reserves the right to amend this policy as needed to reflect changes in copyright laws or business practices. Clients will be notified of any material changes that impact their rights under this policy.

Contact Information
For questions regarding this policy, please contact:

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