

INTELLECTUAL PROPERTY ASSIGNMENT AND USAGE TERMS

These Terms are set forth between the parties ("The Client") and apply to The Client, its subsidiaries, affiliated companies, agencies, past, present, and future entities ("The Client Group") and Transworldcom Limited, trading as TWC IT Solutions ("The Company").

1. Definition of Developed Works

For the purposes of these Terms, the 'Developed Works' refer to all software, applications, source code, scripts, algorithms, databases, system architectures, and documentation created, developed, or implemented by The Company, whether independently or in collaboration with The Client Group. This includes any integrations, modifications, or enhancements made during the course of engagement but excludes any third-party software, open-source components, or system configurations retained by The Company.

2. Assignment and Transfer of Intellectual Property

By using or accepting the Developed Works, The Client Group agrees to be bound by these Terms.

Prior to assignment, The Company's appointed software development partner retains exclusive ownership of all software, code, applications, and related intellectual property ("Developed Works"). The assignment of the Developed Works shall be effective upon full migration and transfer by The Company to The Client Group. All Developed Works created, developed, or transferred by The Company, whether free of charge or paid for, shall be fully migrated and assigned to The Client Group.

3. Usage Rights

The Client Group shall have a perpetual, irrevocable, and royalty-free licence to use, modify, and integrate the Developed Works solely for internal business purposes. For the purposes of these Terms, "internal business purposes" refers to The Client Group's direct operational activities. This excludes resale, sublicensing, external monetisation, or use by unaffiliated third parties. The Client Group shall not sell, distribute, sublicense, or transfer the Developed Works to any third party.

These Terms are irrevocable upon assignment of the Developed Works and shall remain in effect in perpetuity. They apply only to the Developed Works as they exist at the date of signing. The Client Group is free to make additions, modifications, or enhancements to the Developed Works at its discretion, without any obligation to The Company or additional penalties.

4. Restrictions on Transfer and Exclusions

The Client Group acknowledges that The Company's proprietary configurations and automation scripts, including but not limited to GitLab pipelines and the full deployment process, are not included in this transfer. Additionally, The Company cannot share base images, third-party software, or any associated keys and secrets, as these elements are integral to multiple projects and must remain secure. For security and operational integrity, backups and automated dependency updates are also excluded.

The Company remains committed to ensuring a smooth transition and can provide guidance or recommend legally and technically viable alternatives where feasible.

The Client Group agrees that the Developed Works shall not be sold, sublicensed, assigned, or otherwise commercially exploited, whether directly or indirectly, without the express prior written consent of The Company.

5. Breach and Intellectual Property Purchase Clause

A breach of these Terms includes, but is not limited to:

- Unauthorised sale, sublicensing, or transfer of the Developed Works;
- Use of the Developed Works beyond the agreed internal business purposes;
- Attempting to assign or distribute the Developed Works without prior written consent from The Company.

In the event of a breach, The Client Group shall be liable for an immediate intellectual property purchase fee. The purchase value shall be determined by an independent IP valuation specialist and shall be payable as either a one-time lump sum payment or ongoing subscription-based royalties, payable in perpetuity.

If The Client Group elects subscription-based royalties, the payment obligations shall continue until termination of use of the Developed Works or as otherwise agreed in writing. Payments under this clause are non-refundable.

6. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under these Terms shall be resolved through independent mediation. If unresolved, the dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7. Intellectual Property Warranty and Indemnity

The Company warrants that it has full legal ownership of the Developed Works and the right to assign them. The Company shall indemnify The Client Group against any claims from third parties alleging infringement of intellectual property rights arising from the Developed Works.

8. Waiver of Moral Rights and Developer Obligations

All developers, whether employed or contracted by The Company, waive all moral rights under the Copyright, Designs and Patents Act 1988 in relation to the Developed Works, including the right to attribution and the right to object to derogatory treatment.

9. Entire Agreement

These Terms constitute the entire understanding between the parties concerning the Developed Works and supersede any prior agreements, whether written or oral. No amendments shall be valid unless agreed to in writing by both parties.