

## Schedule A: Intellectual Property Provisions

### IP 1. RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

**IP 1.1 Client Content.** Client Content, including all pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all rights in connection therewith. Client hereby grants to Psynthesys a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Psynthesys' performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

**IP 1.2 Third Party Materials.** All Third Party Materials are the exclusive property of their respective owners. Psynthesys shall inform Client of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Art. Under such circumstances Psynthesys shall inform Client of any need to license, at Client's expense, and unless otherwise provided for by Client, Client shall obtain the license(s) necessary to permit Client's use of the Third Party Materials consistent with the usage rights granted herein. In the event Client fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, Client hereby indemnifies, saves and holds harmless Psynthesys from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Art.

**IP 1.3 Preliminary Works.** Psynthesys retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Psynthesys within thirty (30) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Psynthesys.

**IP 1.4 Original Artwork.** Psynthesys retains all right and title in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. Client shall return all original artwork to Psynthesys within thirty (30) days of completion of the Services.

**IP 1.5 Trademarks.** Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Psynthesys assigns to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Psynthesys for use by Client as a Trademark. Psynthesys shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. Client hereby indemnifies,

saves and holds harmless Psynthesys from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/or failure to obtain rights to use or use of the Trademark.

**IP 1.6 Psynthesys Tools.** All Psynthesys Tools are and shall remain the exclusive property of Psynthesys. Psynthesys hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting or internet service providers), perpetual, worldwide license to use the Psynthesys Tools solely to the extent necessary with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any Psynthesys Tools comprising any software or technology of Psynthesys.

**IP 2. RIGHTS TO FINAL ART**

Final Art ownership options: choose A-License (either limited usage, exclusive license with no modification rights, or exclusive license with modification rights – all licenses include liquidation for unlicensed use) or B-Assignment. Be sure to delete or cross-out all alternates not chosen.

Check appropriate media for each provision:

IP 2.A (1) (a) License for limited usage, no modification rights:

IP 2.1 For \_\_\_ print, \_\_\_ online/interactive, \_\_\_ three-dimensional media: Upon completion of the Services, and expressly subject to full payment of all fees, costs and out-of-pocket expenses due, Psynthesys grants to Client the rights in the Final Art as set forth below. Any additional uses not identified herein require an additional license and may require an additional fee. All other rights are expressly reserved by Psynthesys. The rights granted to Client are for the usage of the Final Art in its original form only. Client may not crop, distort, manipulate, reconfigure, mimic, animate, create derivative works or extract portions or in any other manner, alter the Final Art.

Category of use: \_\_\_\_\_  
Medium of use: \_\_\_\_\_  
Duration of use: \_\_\_\_\_  
Geographic territory: \_\_\_\_\_  
Initial press run: \_\_\_\_\_

With respect to such usage, Client shall have (check one)  
 Exclusive /  Nonexclusive rights

OR

IP 2.A (1)(b) Exclusive license, no modification rights:

IP 2.2 For \_\_\_\_ print, \_\_\_\_ online/interactive, \_\_\_\_ three-dimensional media: Psynthesys hereby grants to Client the exclusive, perpetual and worldwide right and license to use, reproduce and display the Final Art solely in connection with the Project as defined in the Proposal and in accordance with the various terms and conditions of this Agreement. The rights granted to Client are for usage of the Final Art in its original form only. Client may not crop, distort, manipulate, reconfigure, mimic, animate, create derivative works or extract portions or in any other manner, alter the Final Art.

OR

IP 2.A (1) (c) Exclusive license, with modification rights:

IP 2.3 For \_\_\_\_ print, \_\_\_\_ online/interactive, \_\_\_\_ three-dimensional media: Psynthesys hereby grants to Client the exclusive, perpetual and worldwide right and license to use, reproduce, adapt, modify and display the Final Art solely in connection with the Project as defined in the Proposal and in accordance with the terms and conditions of this Agreement.

AND

IP 2.A (2) Liquidation for unlicensed use:

IP 2.4 Client's use of the Final Art shall be limited to the usage rights granted herein for the Project only. Use of the Final Art, Deliverables or any derivative works thereof by Client at any other time or location, or for another project or outside the scope of the rights granted herein require an additional fee and Psynthesys shall be entitled to further compensation equal to \_\_\_\_\_ percent (\_\_\_\_%) of the original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Psynthesys shall be entitled to pursue all remedies under law and equity.

OR

**IP 2.B Assignment:**

IP 2.5 Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, Psynthesys hereby assigns to Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Final Art. Psynthesys agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

Supplement 1:  
Print-specific Terms and Conditions

P 1. **Samples.** Client shall provide Psynthesys with \_\_\_\_ (number) of samples of each printed or published form of the Final Deliverables, for use in Psynthesys' portfolio and other self-

promotional uses. Such samples shall be representative of the highest quality of the work produced.

**P 2. Finished Work.** The printed work, and the arrangement or brokering of the print services by Psynthesys, shall be deemed in compliance with this Agreement if the final printed product is within the acceptable variations as to kind, quantity, and price in accordance with current or standard trade practices identified by the supplier of the print and print-related services. Whenever commercially reasonable and if available, Psynthesys shall provide copies of the current or standard trade practices to Client. Notwithstanding, Psynthesys shall have no responsibility or obligation to negotiate changes or amendments to the current or standard trade practices.

Supplement 2:  
Interactive-specific  
Terms and Conditions

## I 1. SUPPORT SERVICES

**I 1.1 Warranty Period.** “Support Services” means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies, but shall not include the development of enhancements to the Project or other services outside the scope of the Proposal. During the first \_\_\_\_\_ (insert number) months following expiration of this Agreement (“Warranty Period”), if any, Psynthesys shall provide up to \_\_\_\_\_ (insert number) hours of Support Services at no additional cost to Client. Additional time shall be billed at Psynthesys’ regular hourly rate, then in effect upon the date of the request for additional support.

**I 1.2 Maintenance Period.** Upon expiration of the Warranty Period and at Client’s option, Psynthesys will provide Support Services for the following \_\_\_\_\_ (insert number) months (the “Maintenance Period”) for a monthly fee of \$\_\_\_\_\_ [or Psynthesys’ hourly fees of \$\_\_\_\_\_ per hour]. The parties may extend the Maintenance Period beyond one year upon mutual written agreement.

## I 2. ENHANCEMENTS

During the Maintenance Period, Client may request that Psynthesys develop enhancements to the Deliverables, and Psynthesys shall exercise commercially reasonable efforts to prioritize Psynthesys’ resources to create such enhancements. The parties understand that preexisting obligations to third parties existing on the date of the request for enhancements may delay the immediate execution of any such requested enhancements. Such enhancements shall be provided on a time and materials basis at Psynthesys’s then in effect price for such services.