

General IPR-Clause

for development agreements

Intellectual Property Rights

Intellectual Property means (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, developments (incl. source code), confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and (b) the benefit of all applications and rights to use such assets of the Parties.

1. Foreground IPR

“*Foreground IPR*” means all Intellectual Property that is invented, discovered, conceived, developed or otherwise created as a result of and within the course of the agreement. Foreground IPR does not include Background IPR.

All right, title and interest in and to Foreground IPR that is invented, discovered, conceived, developed or otherwise created during the course of the agreement - regardless of which Party created such Foreground IPR shall be transferred to, legal and factual transfer, and - whether or not it is capable of being a registered right exclusively owned by SkyCell AG.

The Foreground IPR will constitute Confidential Information belonging to SkyCell AG. SkyCell AG may take such steps as it may decide from time to time, and at its own expense, to register and maintain any protection for the Foreground IPR, including filing and prosecuting patent applications. The Service Provider will ensure that its employees involved in the creation of the Foreground Intellectual Property give SkyCell AG such assistance as SkyCell AG may reasonably request in connection with the registration and protection of the Foreground IPR, including filing and prosecuting patent applications, and taking any action in respect of any alleged or actual infringement of the Foreground IPR (for clarity, any costs connected with such assistance will be borne by SkyCell AG).

2. Background IPR

“*Background IPR*” of a Party means Intellectual Property of the Party, its subsidiary or its Affiliate (a) developed prior to the effective date of the Agreement or (b) that results from any activity, development or other work by such Party or its Affiliate that is independent from or unrelated to the Agreement or not conducted under and as a part of the Agreement. For all purposes of this Section 2, the term “Affiliate” means, with respect to a specified entity, (i) an entity (other than SkyCell AG.) that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of SkyCell AG, and (ii) an entity that directly or indirectly through one or more intermediaries, is controlled by SkyCell AG, in each case where the term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest or otherwise.

Except as expressly set forth herein, as between the Parties, each Party is and shall remain the owner of all Background IPR that it owns or controls as of the Effective Date or that it develops or acquires thereafter.

The Service Provider will grant a license to SkyCell AG for any Background IPR that is necessary for SkyCell AG to fully exploit its

rights to the Foreground IPR. The Service Provider hereby grants to SkyCell AG or shall cause to be granted to SkyCell AG, its subsidiaries and its Affiliates a perpetual, assignable, irrevocable, non-exclusive, royalty-free, worldwide, right to use and have used the Background IPR for any purpose, make copies, prepare derivative works, adapt and translate the Background IPR, solely for use in the normal business operations (Proposed Use) of SkyCell AG, its subsidiaries and/or its Affiliates subject to Service Provider’s approval and review to ensure that the Proposed Use does not conflict or compete with any of Service Provider’s current applications of its Intellectual Property Rights, such approval not to be unreasonably withheld. The Service Provider shall provide SkyCell AG with the necessary information and documentation.

3. Third-party material

The Service Provider shall only include third party material that is licensed and that can be sublicensed to SkyCell AG in order to fulfill its above mentioned obligations, for SkyCell AG to be able to fully exploit its rights. This includes Open Source Components.

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