

***PENINGO's CLIENTS RIGHTS IN INFORMATION
AND WORKS CREATED BY PENINGO's EMPLOYEES
OR PENINGO's SUBCONTRACTORS EMPLOYEES.***

SOFTWARE RIGHTS

- A. All information, including but not limited to data, technical information, specifications, drawings, records, and computer programs and documentation, and all works and inventions embodying such information originated, made or prepared by Peningo's employees and/or Peningo's Subcontractors Employees in the course of work performed in behalf of Peningo's Client, shall be promptly disclosed and delivered to the Client.**

- B. All such information shall be and remain the sole and exclusive property of the Client, and shall be held in confidence for the Client by Peningo's employees and/or Peningo's Subcontractors Employees and shall not be used or disclosed , except as may reasonably be required in performance of work or other obligations required by the Client.**

- C. Every written, recorded, or otherwise fixed work embodying such information shall be considered a **WORK MADE FOR HIRE**, and the copyright in such work shall be and remain the sole and exclusive property of the Client. In the event that any such work includes material previously copyrighted by the Employee, the Client is hereby granted a royalty-free non exclusive license to use and sublicense the use of such materials with the Works.**

- D. Title to all such inventions, shall be and remain solely and exclusively in the Client. Peningo's employees and/or Peningo's Subcontractors Employees shall cooperate with the Client, at no additional cost but at the Client's expense, in obtaining of such patent and other protection therefore as the Client may elect to pursue, and shall execute such documents as counsel for the Client may indicate as being necessary to the perfection of the Client's property interests therein.**

CONFIDENTIAL INFORMATION

E. Confidential information shall mean all information obtained by Consultant from, or disclosed to Consultant by, Peningo's Client and which relates to Peningo's Client past, present and future research, development and business activities, and the results from such work except such information as is previously known to Consultant or is publicly disclosed either prior or subsequent to Consultant's receipt of such information. Consultant shall hold all such confidential information in confidence for a period of 5 years for Peningo's Client and shall not use such confidential information other than for the benefit of Peningo's Client except as may be authorized by Peningo's Client in writing. Consultant shall not disclose, either by publication or otherwise, to any person any such confidential information. Upon termination or expiration of this Agreement, Consultant shall deliver immediately to Peningo's Client all items including, but not limited to, drawings, blueprints, descriptions, or other papers or documents, which may contain any such confidential information.

OTHER

F. Consultant agrees to abstain from providing to Peningo's Client any code, programming instruction or set of instructions that is intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data fields, or hardware without the written consent and intent of Peningo's Client.

Employee Name: _____

Employee Signature: _____

Date: _____