

MaxxLogix Platform IP Protection Addendum

Introduction

This Addendum is incorporated into and made part of the applicable Master Services Agreement, Statement of Work, proposal, quote, subscription agreement, or other agreement between MaxxLogix LLC (“MaxxLogix”) and Client.

1. MaxxLogix Platform Ownership

Client acknowledges and agrees that MaxxLogix LLC is and shall remain the sole and exclusive owner of the MaxxLogix AI Productivity Platform, including without limitation all related software, source code, object code, system architecture, workflows, automation logic, artificial intelligence functionality, machine learning models, document classification models, prompts, templates, APIs, connectors, data schemas, user interface elements, know-how, methods, concepts, inventions, processes, trade secrets, and all other intellectual property rights embodied in or related to the platform, whether existing before the engagement or developed during the engagement.

2. Custom Development Built on the Platform

To the extent MaxxLogix performs configuration, customization, implementation, integration, or custom development for Client, the parties agree that such work is performed on top of or in connection with the MaxxLogix AI Productivity Platform and does not constitute a transfer of ownership of the platform or underlying intellectual property.

3. Ownership of Enhancements and Derivative Works

Any enhancements, updates, upgrades, modifications, extensions, derivative works, reusable components, generalized features, architecture improvements, workflows, automations, connectors, integrations, classification logic, reporting capabilities, prompts, libraries, scripts, or other improvements conceived or developed by MaxxLogix in connection with Client’s project that relate to the MaxxLogix AI Productivity Platform shall remain the sole and exclusive property of MaxxLogix LLC.

4. No Work Made for Hire

The parties agree that no software, development work, deliverables, or other materials created by MaxxLogix shall be considered a 'work made for hire'. Except for the limited

license granted to Client, no ownership rights in the MaxxLogix platform or related intellectual property are transferred.

5. Client-Owned Materials

Client retains ownership of its data, documents, branding, and proprietary business information provided to MaxxLogix. MaxxLogix may use such materials solely for the purpose of delivering the services.

6. License to Client

Subject to payment and compliance with the agreement, MaxxLogix grants Client a limited, non-exclusive, non-transferable license to use the configured solution solely for Client's internal business operations.

7. Feedback and Suggestions

Any feedback, suggestions, or improvement ideas provided by Client regarding the platform may be used and commercialized by MaxxLogix without restriction.

8. Aggregated Learning and Improvement Rights

MaxxLogix may use anonymized and aggregated operational data, usage metrics, and performance insights derived from use of the platform to improve and enhance the MaxxLogix platform, provided that Client confidential information is not disclosed.

9. Third-Party Components

Any third-party software, APIs, cloud services, or libraries used with the solution remain the property of their respective owners and are subject to their licensing terms.

10. Survival

The provisions related to intellectual property ownership, license restrictions, confidentiality, and feedback shall survive termination or expiration of the agreement.

11. Artificial Intelligence and Model Improvement Rights

The MaxxLogix platform incorporates artificial intelligence, machine learning systems, prompt engineering frameworks, and document classification models. All AI models, training methods, embeddings, prompts, weights, tuning techniques, and improvements created or refined during the engagement remain the exclusive property of MaxxLogix LLC. MaxxLogix may use anonymized operational data and system interaction insights to improve the platform, provided Client confidential information is not disclosed.

12. AI Platform Protection and Reverse Engineering Restriction

Client shall not attempt to reverse engineer, decompile, disassemble, replicate, extract training data from, or otherwise attempt to derive the source code, models, prompts, embeddings, or algorithms of the MaxxLogix platform or its artificial intelligence systems. Client shall not use the platform or outputs to build, train, or develop a competing product or service.