

RIGHTS ASSIGNMENT AGREEMENT

This Rights Assignment Agreement (this "Agreement") is entered into by _____ ("Non-Profit"), and **48in48 Inc.**, a Georgia not-for-profit corporation ("Developer"), effective as of October 1, 2015.

BACKGROUND

Non-Profit wishes to engage Developer to provide website development services on a no-charge basis to Non-Profit in connection with Developer's "48 in 48" weekend design/development program (the "Services"), under the terms and conditions set forth below. Developer wishes to provide the Services to Non-Profit. Non-Profit and Developer wish to provide for the assignment to Non-Profit of all right, title and interest in and to all code, creative works, content and other work product developed or produced by or for Developer in connection with Developer's performance of Services for Non-Profit, recognizing that individual volunteer developers have assigned such rights to Developer.

The parties agree as follows:

1. Services.

1.1. **Services.** Developer and its assignors will provide Services during the course of and in connection with the "48 in 48" weekend program to develop websites for local non-profits.

1.2. **Benefit to Developer.** Developer will not be paid for performance of the Services but will receive community recognition and other goodwill that Developer acknowledges is good and valuable consideration for entering into this Agreement.

2. Proprietary Rights. All copyrights, patents, trade secrets or other intellectual property rights associated with any ideas, content, strategy, concepts, techniques, inventions, processes, or works of authorship (including without limitation source code for computer software) developed or created by or for Developer during the course of performing work for Non-Profit (collectively, the "Work Product") will belong exclusively to Non-Profit and will, to the extent possible, be considered a work made for hire for Non-Profit within the meaning of Title 17 of the United States Code (the Copyright Act). To the extent that the Work Product may not be considered work made by Developer for hire for Non-Profit, Developer agrees to assign, and automatically assigns at the time of creation of the Work Product, without any requirement of further consideration, any right, title or interest that Developer may have in or to the Work Product. At the reasonable request of Non-Profit, Developer will take all further actions, including execution and delivery of instruments of assignment and conveyance, as may be necessary or appropriate to give full effect to the assignments provided for under this paragraph.

3. Pre-existing Materials. Developer will endeavor not to incorporate or embed in any Work Product any pre-existing materials in which Developer or its assignors claims any right, title or interest ("Pre-existing Materials"). If Developer or its assignors does incorporate or embed any Pre-existing Materials in the Work Product, Developer grants Non-Profit an irrevocable, perpetual, world-wide, fully-paid, non-exclusive and unrestricted right and license to use, copy, distribute, display, perform, execute, and prepare derivative works of, those Pre-existing Materials, and to incorporate those Pre-Existing Materials and derivatives thereof in other products of Non-Profit and derivatives thereof.

4. No Power to Act on Behalf of Non-Profit. Developer will have no right, power or authority to create any obligation express or implied, or make representation on behalf of Non-Profit except as Developer may be expressly authorized in advance in writing from time to time by Non-Profit (in Non-Profit's sole discretion) and then only to the extent of such authorization.

5. **Indemnification.** Non-Profit will indemnify and hold Developer, its directors, officers, employees and agents, harmless from and against any claims, demands, loss, damage or expense (a) related to bodily injury or death of any person or damage to property resulting from the acts or omissions of Non-Profit, or (b) incurred by Developer based on any claim that any deliverable or other materials or Work Product delivered under this Agreement or use thereof by Non-Profit infringes any patent, copyright, trade secret or other proprietary right of any third party.
6. **Binding Agreement.** This Agreement is and will be binding upon the parties and each of their respective affiliates, and upon their respective heirs, successors, representatives and assigns.
7. **Governing Law.** The validity, performance, construction and effect of this Agreement will be governed by the laws of the State of Georgia, regardless to its provisions with respect to conflicts of laws.
8. **Term.** This Agreement will remain in full force and effect for as long as Developer continues to provide services to Non-Profit. The provisions of Sections 2 through 7 will survive termination indefinitely.
9. **Headings.** The headings used in this Agreement are for ease of reference only and are not to be considered as parts, provisions, or interpretations of this Agreement.

Agreed and Accepted:

Agreed and Accepted:

48IN48 INC.

NON-PROFIT

By: _____
[Signature]

By: _____
[Signature]

Adam Walker – Board Member

[Printed Name]