Builder.ai®
Intellectual Property FAQ

Question 1: What is Background IP?

Answer: Background IP refers to pre-existing intellectual property owned or licensed by Builder, which is used in the development process of the software/app. This may include Building Blocks, proprietary software libraries, frameworks, algorithms, or other components that contribute to the functionality or structure of the software/app.

Question 2: How does Builder handle Background IP?

Answer: Builder grants the customer a license to use the Background IP to the extent it is incorporated into the software/app. This license is non-exclusive, non-transferable, and limited to the purpose of utilizing the software/app.

Question 3: What is Foreground IP?

Answer: Foreground IP refers to the new intellectual property created or developed by the customer during the software/app development process. It includes any modifications, enhancements, or additions made to the software/app that are unique to the customer's requirements or specifications (or as specified in the Buildcard).

Question 4: Who owns the Foreground IP?

Answer: The customer retains full ownership and rights to the Foreground IP. Builder does not claim any ownership or rights over the customer's Foreground IP, except as specifically outlined in the following question.

Question 5: Can Builder use the Foreground IP as Building Blocks?

Answer: In some cases, the customer's Foreground IP may be used as Building Blocks for future projects, software/app development, or platform development efforts by Builder. In such instances, the customer grants Builder a license to use the Foreground IP solely for the purpose of developing new software/apps, creating new Building Blocks, and/or improving or enhancing the Builder platform.

Question 6: What is Aggregated IP?

Answer: Aggregated IP refers to the completed software/app, which is the culmination of the development process. It includes all the components, features, and functionalities of the software/app as a whole, including Building Blocks used in the software/app.

Question 7: Who owns the Aggregated IP?

Answer: The customer owns the Aggregated IP, meaning they have full ownership and rights over the completed software/app.

Question 8: Can the customer assign the Aggregated IP to a third party?

Answer: Yes, the customer can assign the Aggregated IP to a third party, subject to the conditions and license granted by Builder regarding the Background IP. This means that while the customer retains ownership of the Aggregated IP, any transfer or assignment of the Aggregated IP should adhere to the terms and limitations set forth by Builder regarding the Background IP.

Question 9: Can the customer assign partial rights or parts of the software/app?

Answer: No, the customer cannot assign partial rights or parts of the software/app. The customer's software/app must be assigned in its entirety. The Aggregated IP, representing the completed software/app, cannot be fragmented or transferred as separate components. Any assignment or transfer of rights should encompass the software/app as a unified whole.

Question 10: Is multi-tenancy allowed?

Answer: Yes, multi-tenancy is allowed, but within certain limitations. Specifically, the customer is permitted to have multiple users accessing the software/app as end-users or customers of the customer. However, the customer is not granted the ability to enable additional organizations to become multi-tenant within the same software/app. This means that separate data and configurations cannot be established for different organizations or companies within the same software/app.

Question 11: What rights and support can the customer expect once the Building Blocks are delivered?

Answer: Once the Building Blocks are delivered, the customer has the rights to access and make changes to the core components of the Building Block. They can create derivative works by updating, adding, removing, or modifying the components as they see fit. However, it's important to note that while the customer has the freedom to make these changes, we will not provide maintenance or assistance for any work that has been done by someone else, including the modifications made by the customer.

Question 12: Can the customer register the copyright on the Aggregated IP (including the source code)?

Answer: It is generally not recommended to register the copyright on the source code (the Aggregated IP) for the following reasons:

> a. Automatic protection: Copyright protection is automatically granted upon the creation of the work, including source code. Registration is not required to establish copyright ownership.

b. Frequent updates: Software/app development often involves frequent updates and modifications to the source code. Registering copyright for every iteration of the source code can be impractical and burdensome.

c. Alternative forms of protection: Other forms of protection, such as trade secrets, confidentiality agreements, and patents (if applicable), may provide more effective safeguards for software/app development.

d. Mitigating security risks: Registering the source code may involve public disclosure, potentially exposing it to hackers or unauthorized access. Keeping the source code confidential can help maintain its security and protect against potential breaches.

Question 13: Are there any benefits to registering the copyright on other aspects of the software/app?

Answer: While copyright registration for the source code is not recommended, there may be instances where other aspects of the software/app, such as the user interface, graphical elements, or written content, may benefit from copyright registration.

Question 14: Is copyright registration mandatory to assert rights?

Answer: No, copyright protection exists automatically upon the creation of the work. However, depending on the jurisdiction, copyright registration may provide certain legal benefits, such as statutory damages and attorney's fees, in case of copyright infringement.

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