

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is made as of [Click to enter date](#), by and between:

Assignor (State Government Entity): [Click to enter agency or entity full name](#), an agency or instrumentality of the State of [Click to enter state](#)

Assignee: Patrick Dowling Speaker LLC, a New Hampshire limited liability company that owns and operates Patrick's Path™ and Patrickspath.com ("Company")

1. Assignment of Rights.

Entity hereby assigns, transfers, and conveys to Company all right, title, and interest in and to any and all work product created by Entity's employees or contractors in connection with the Patrick's Path project during the [Click to enter engagement or pilot period](#) including software code, designs, text, graphics, documentation, and derivative works (collectively, "Work Product"). This assignment includes all copyrights, patent rights, trademark rights, trade secrets, and other intellectual property rights in the Work Product, worldwide. To the extent any Work Product qualifies as a work made for hire under applicable law, it shall be deemed a work made for hire owned by Company; to the extent it does not, it is assigned by this Agreement.

2. Consideration.

Entity acknowledges receipt of good and valuable consideration, including participation in the Patrick's Path pilot or license arrangement described in a separate written agreement between the parties, the sufficiency of which is hereby acknowledged.

3. Original Work; Authority.

Entity represents and warrants that (a) the Work Product is the original creation of Entity's employees or contractors, (b) the Work Product does not infringe the rights of any third party, (c) the individual signing below is duly authorized to bind Entity to this Agreement and this assignment, (d) Entity has obtained any internal approvals required by Entity's state to enter into this Agreement and make this assignment, including any required legal or attorney general review, and (e) nothing in this Agreement waives any sovereign immunity of Entity.

4. Further Assurances.

Entity agrees to execute any additional documents reasonably necessary to perfect Company's ownership of the Work Product.

5. Security and Compliance Status.

Patrick's Path is a demonstration and navigation prototype. Neither Patrick Dowling Speaker LLC nor the Work Product is currently compliant with or certified under the FBI Criminal Justice Information Services (CJIS) Security Policy, holds a SOC 2 Type II attestation covering the software, is hosted in a FedRAMP-authorized cloud environment, or is a HIPAA-covered system with a Business Associate Agreement available. No compliance, certification, authorization, or coverage is represented, warranted, or implied by this Agreement.

Third-party hosting and database providers hold their own independent security reports, such as SOC 2 Type II reports; those are not certifications of the Work Product or of Company. The Work Product does not collect, store, or transmit criminal justice information, protected health information, or patient records, and no such information may be entered into it. If an agency or partner requires CJIS compliance, a software-level SOC 2 Type II attestation, FedRAMP-authorized hosting, or HIPAA/BAA coverage, those requirements must be separately scoped, assessed, and priced under a written statement of work, and will not be represented as met unless and until the applicable assessment or authorization is completed and documented.

6. Availability and Technical Support.

Patrick's Path does not currently offer a contractual uptime guarantee, including 99.999% ("five-nine") availability, staffed 24/7/365 Tier 1 technical support, or a guaranteed critical-severity response time of less than 15 minutes. This Agreement assigns intellectual property; it does not establish a service-level agreement or an obligation for Entity to operate or support the system. Third-party provider commitments do not establish equivalent end-to-end guarantees for Patrick's Path.

Any future availability or support commitment must be separately scoped, funded, and agreed in a written service-level agreement signed by Company and the client before it takes effect. That agreement must define covered services, uptime measurement and exclusions, support hours and channels, severity levels, response versus resolution targets, escalation procedures, and remedies. Patrick's Path cannot receive emergency calls or dispatch help and must not be relied on for emergency response; call 911 for immediate danger or 988 for crisis support in the United States, even if the site is unavailable.

7. Governing Law.

This Agreement shall be governed by the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

State Government Entity:

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Patrick Dowling Speaker LLC

By: _____ Date: _____

Name: Patrick Dowling

Title: Founder/CEO