

SCHEDULE J

INTELLECTUAL PROPERTY TERMS AND CONDITIONS

These intellectual property terms and conditions constitute an agreement between MoneyGram Payment Systems, Inc. (“**Customer**” or “**Customer**”) and you (“**you**” or “**Supplier**”) related to your provision of Goods and/or Services to Customer. Terms capitalized herein but undefined shall have the definitions assigned them in the master services agreement (“**MSA**”) executed by and between Customer and the Supplier.

- 1.1. “Background IP” shall mean Intellectual Property, in any form, owned by a Party prior to execution of this Agreement.
- 1.2. “Foreground IP” shall mean Intellectual Property, in any form, created by Supplier in the scope of performing its services in connection with this Agreement.
- 1.3. Supplier hereby assigns, and/or agrees to assign, to Customer any right, title, or interest in Foreground IP. Customer will have a worldwide, royalty-free, perpetual license to use Supplier Background IP relevant to the use of the Goods and/or Services. Nothing set forth herein prevents Supplier’s use of residual knowledge nor shall it prevent Supplier from developing similar deliverables or functionality, provided Supplier does not use the Foreground IP to create such development. Supplier further agrees, upon Customer’s request and at its cost, to take all further steps necessary to perfect Customer’s ownership (or that of its nominated Affiliate) to the Foreground IP, including providing pertinent notice to persons acting on behalf of Supplier regarding this obligation to assign.
- 1.4. Supplier shall not, without the prior written consent of Customer, introduce, embed, or utilize any third party works (“Third Party Works”) in any Good and/or Service. To the extent Customer provides such consent, Supplier hereby grants and will cause the third party to grant to Customer and its Affiliates a perpetual, fully paid up, royalty-free, non-exclusive, world-wide, irrevocable license to use such Third Party Works for the benefit of Customer and its Affiliates in connection with the use of the Goods and/or Services created hereunder, and the Parties will mutually agree on applicable terms for support of any such Third Party Works after expiration or termination of this Agreement. Supplier shall be responsible for any fees, expenses or costs resulting from its embedding of any Third Party Works within any Goods and/or Services provided or developed under this Agreement.
- 1.5. Supplier represents that the design, development, manufacture, use, import, sale and licensing of Goods and/or Services does not infringe, misappropriate or otherwise violate any Intellectual Property of any third party or constitute unfair competition or trade practices under the laws of any jurisdiction. Supplier further represents that, if any freeware and/or open source software (“Open Source Software”) is used in Goods and/or Services, such Open Source Software is available to be used free and clear of any applicable copyright or other licensing agreements. Supplier must specify in writing and prior to Delivery all Open Source software contained in or used by Goods and/or Services, if any, and request Customer’s written approval. Supplier agrees to replace at its own cost any open source software components rejected by Customer with software of at least the same quality and functionality.
- 1.6. Supplier is not given any rights to use trademarks, trade names, slogans, etc. owned by Customer.