

Non-exclusive License Agreement

Between the IMP³rove – European Innovation Management Academy, EWIV¹ (not for profit) - As
Licensor

And

The purchaser - As Licensee

This non-exclusive License Agreement (this "Agreement") is made effective as soon as the licensor received the payment and the Licensee participated in the training course "Introduction to the IMP³rove Approach" (regardless of whether it took place in the past or will take place in the future).

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Grant of License

With this Agreement the **Licensee** is granted the right

- a) To access the IMP³rove platform for performance of IMP³rove Assessments in the assisted mode
- b) Access to the IMP³rove online services for accredited IMP³rove consultants including the IMP³rove training platform, the consultant dashboard and related online services, case studies, consulting tool box, support material
- c) Participation in events for the members of the IMP³rove partner network organized by the Licensor
- d) Use of the IMP³rove Brand as described in the License kit

for twelve (12) months.

This license is personalized to the Licensee. No other staff member is entitled to make use of the IMP³rove services or IMP³rove brand.

The Licensee acknowledges that the copyright, and title to the Licensed Materials and any trademarks or service marks relating thereto remain with **Licensor** and/or its suppliers. Neither **Licensee** nor its authorized users shall have right, title or interest in the Licensed Materials and Access Rights except as expressly set forth in this Agreement. No title to or ownership in the Licensed Materials, the IMP³rove platform and any trademarks or service marks is transferred to Licensee. Title to and all applicable rights in patents, copyrights and trade secrets in the Licensed Materials, the IMP³rove platform and any trademarks or service marks will remain in Licensor or third parties from whom Licensor has obtained rights to license the Licensed Materials, the IMP³rove platform and any trademarks or service marks. Any use of the Licensed Materials, the IMP³rove platform and any trademarks or service marks will inure to the sole benefit of Licensor.

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and Access Rights.

¹ Europäische Wirtschaftsinteressens-Vereinigung/European Economic Interest Group

II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials and Access Rights to the **Licensee** in the following manner:

Network Access. The IMP³rove online assessment tools and Licensed Materials will be stored at one or more **Licensor** locations in digital form accessible by telecommunications links between such locations and authorized networks of **Licensee**.

Physical Media. Copies of the Licensed Materials will be provided to the **Licensee** on physical media (e.g., Hard copies (paper version) Digital Video Disk, CD-ROM, digital tape) for use of the **Licensee**.

File Transfer. Copies of the Licensed Materials will be provided to the Licensee as hard copy or through electronic transfer.

III. Fees

Licensee shall make payment to Licensor for the license in the amount of

€ 950.00 (nine hundred fifty Euro) plus VAT

To be paid to the bank account:

RBS plc., Niederlassung Frankfurt, (BLZ: 50 23 04 00), account number 1471 9280 20

SWIFT: ABNADEFFRA

IBAN: DE 40 5023 0400 1471 9280 20

The amount is due one week prior to the Effective Date.

IV. Authorized Use of Licensed Materials

Authorized User. "Authorized User" is:

The Licensee after the successful participation in the training course "Introduction to the IMP³rove Approach" and the accreditation by the **Licensor**.

The Licensed Materials may be used for purposes of recruiting and assisting enterprises in performing the IMP³rove online Assessments. The use of the Licensed Materials for commercial and/or academic training purposes is prohibited under this **Agreement**.

V. Access by and Authentication of Authorized Users

Licensee shall be granted access to the IMP³rove online assessment tools and Licensed Materials pursuant to the following:

IP Addresses. Authorized User shall be identified and authenticated by the use of Internet Protocol ("IP") addresses provided by **Licensee to Licensor**.

Passwords. Authorized User shall be identified and authenticated by the use of usernames and passwords defined by **Licensee**. **Licensee** shall be responsible for issuing, protecting and terminating passwords, and liable for unauthorized use of usernames and passwords.

VI. Specific Restrictions on Use of Licensed Materials

Unauthorized Use. **Licensee** shall not knowingly permit anyone other than Authorized User to use the Licensed Materials or use it on behalf of the Licensee.

Modification of Licensed Materials. **Licensee** shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. **Licensee** may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Other than as specifically permitted in this Agreement, **Licensee** may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VII. Licensor Performance Obligations

Availability of Licensed Materials. Within 2 weeks after effectiveness of this Agreement (participation in the training course "Introduction to the IMP³rove Approach" and license fee paid), **Licensor** shall make the Licensed Materials available to Licensee. Support.

Licensor will offer technical support, including assisting with the implementation of a user account for the Licensee on the IMP³rove online platform. **Licensor** will offer reasonable levels of continuing support to assist **Licensee** in use of the IMP³rove online assessment tools and Licensed Materials. **Licensor** will make its personnel available by email, phone or fax during regular office hours (German time, CET) for feedback, problem-solving, or general questions.

Training. **Licensor** will provide appropriate training to **Licensee** relating to the use of the Licensed Materials and any **Licensor** software.

Quality of Service. **Licensor** will use reasonable efforts to ensure that the **Licensor's** server or servers have sufficient capacity and rate of connectivity to provide the **Licensee** and its Authorized Users with a quality of service comparable to current standards in the on-line information provision industry in the **Licensor's** locale.

Licensor will use reasonable efforts to provide continuous service with an average of 95% up-time per month. The 5% down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Licensed Materials as they become available. **Licensor** shall not be held accountable for any downtime related to the failure of equipment or services outside the control of **Licensor**, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled down-time will be performed at a time to minimize inconvenience to **Licensee** and its Authorized Users.

If the Licensed Materials fail to operate in conformance with the terms of this Agreement, **Licensee** shall immediately notify **Licensor**, and **Licensor** shall promptly use reasonable efforts to restore access to the Licensed Materials as soon as possible. To the maximum extent permitted by the applicable law, Licensor excludes any liability for damages suffered by Licensee in the event that Licensor is unable to repair any nonconformity in a reasonable period of time.

Modifications of Licensed Materials. **Licensee** accepts that from time to time the Licensed Materials may be added to, modified, or deleted from by **Licensor** and/or that portions of the Licensed Materials may migrate to other formats.

Continued Training. **Licensor** will inform **Licensee** about system and content updates as they become available. **Licensor** will provide additional training to **Licensee** as necessary on any updates or modifications to the Licensed Materials or any Licensor software.

Notice of "Click-Through" License Terms or Other Means of Passive Assent. In the event that **Licensor** requires Authorized Users to agree to terms relating to the use of the Licensed Materials before permitting Authorized Users to gain access to the Licensed Materials (commonly referred to as "click-through" licenses), or otherwise attempts to impose such terms on Authorized Users through mere use or viewing of the Authorized Materials, **Licensor** shall provide **Licensee** with notice of and an opportunity to comment on such terms prior to their implementation. In no event shall such terms materially differ from the provisions of this Agreement. In the event of any conflict between such terms and this Agreement, the terms of this Agreement shall prevail.

Withdrawal of Licensed Materials. **Licensor** reserves the right to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. **Licensor** shall give written notice to the **Licensee** of such withdrawal no later than 4 weeks following the removal of any item pursuant to this section.

VIII. Licensee Performance Obligations

Promotion of IMP³rove services. **Licensee** shall promote the IMP³rove – European Innovation Management Academy and its services by (1) explicitly mentioning the IMP³rove – European Innovation Management Academy as the owner of the IMP³rove Assessment tools and Licensed Material on all electronic and print material related to his own services (2) posting a direct link to the IMP³rove web-site on his own web-sites and electronic material for the period of this Agreement. The link shall be clearly visible directly where innovation management related topics are mentioned. **Licensee** shall post the information on the IMP³rove – European Innovation Management Academy and its services no later than two weeks after signing of this Agreement.

Protection from Unauthorized Use. **Licensee** shall use reasonable efforts to protect the Licensed Materials from any use that is not permitted under this Agreement. In the event of any unauthorized use of the Licensed Materials by an Authorized User in the reasonable opinion of Licensor, (a) **Licensor** may terminate such Authorized User's access to the Licensed Materials, (b) **Licensor** may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (c) **Licensee** shall terminate such Authorized User's access to the Licensed Materials upon Licensor's request. **Licensor** shall take none of the steps described in this paragraph without first providing reasonable notice to **Licensee** (in no event less than 12 hours) and cooperating with the **Licensee** to avoid recurrence of any unauthorized use.

IX. Mutual Performance Obligations

Confidentiality of User Data. Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may not be provided to third parties. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

X. Term

This Agreement shall continue in effect for 12 (twelve) months - commencing on the Effective Date.

XI. Renewal

This agreement is valid for the duration of the license (twelve months) and will be renewed at the end of the current Agreement. An automatic notification by the system will remind you of extending your license three months prior to the expiration date for the current license.

XII. Early Termination

For the purposes of this Agreement, the following are terminating events:

- In the event that **Licensors** believes that **Licensee** has exceeded the scope of the License, **Licensors** shall so notify the **Licensee** in writing. The **Licensee** shall have 2 (two) weeks from the receipt of notice to cure the alleged breach and to notify the **Licensors** in writing that cure has been effected. If the breach is not cured within the 2 (two) weeks, the **Licensors** shall have the right to terminate the Agreement without further notice.
- The breach or threatened breach by either party of any of its obligations under this Agreement;
- The appointment of any type of insolvency administrator in respect of the property or affairs of either party;
- The permanent discontinuance of the IMP³rove services and platform.

The License may be terminated immediately on the happening of a terminating event at the option of the affected party.

Upon Termination of this Agreement online access to the Licensed Materials by Licensee and Authorized Users will be terminated immediately. **Licensee** has to return Authorized copies of Licensed Materials to **Licensors** within one week. All rights expressed to continue beyond termination of this Agreement will continue despite the terms of this clause.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensors warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by **Licensee** in accordance with the terms of this Agreement shall not infringe the copyright of any third party.

The **Licensee** shall indemnify and hold **Licensors** harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement arising out of the use of the Licensed Materials by the **Licensee** or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this Agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. This limitation of liability shall not apply in case of an indemnity provided by one party to the other under this Agreement.

Licensors makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and **Licensors** disclaims any and all other warranties, conditions, or representations (express, implied, oral

or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. **Licensor** makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. **Licensor** further expressly disclaims any warranty or representation to **Licensee**, or to any third party.

XV. Indemnities

Licensee shall indemnify and hold **Licensor** harmless for any losses, claims, damages, awards, penalties, or injuries incurred by **Licensor**, including reasonable attorney's fees, which arise from (i) any breach of **Licensee's** representations and warranties made under this Agreement or (ii) any use of the Licensed Materials by the Licensee in any manner other than as specifically permitted by this Agreement. This indemnity shall survive the termination of this Agreement.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of Germany. The courts located in Duesseldorf, Germany shall have jurisdiction to hear any dispute under this Agreement.

XVIII. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

XIX. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XX. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by Authorized representatives of Licensor and Licensee.

XXI. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXII. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXIII. Notices

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 5 (five) days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, email or notification by the IMP³rove online platform, confirmation copies must be sent by email, mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

XXIV. Amendments

Any amendments of the License Agreement will be charged. The Licensee shall make payment to Licensor for the amendment in the amount of € 100.00 (one hundred Euro).

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