

## **License Agreement**

This license agreement («**License Agreement**») is entered between:

- (1) Curipod (Snapmentor AS), Organization number: 923 641 645 («**Licensor**»), and
- (2) [REDACTED], organization number [REDACTED], («**Licensee**»)

Licensor and Licensee are together referred to as the «**Parties**» or separately as «**Party**».

### **1. Background**

- 1.1. Licensor has developed an online learning platform called Curipod («**Curipod**»).
- 1.2. Licensee wants to use Curipod in their education offering.
- 1.3. Under the terms set forth in this License Agreement, Licensee is granted a license to use Curipod in its business.

### **2. License**

- 2.1 Licensor gives Licensee a limited and non-exclusive use license under the terms set forth in this License Agreement («**The License**»).
- 2.2. Licensee's right to use Curipod under this agreement is limited to educational purposes.
- 2.3. Licensee has no right to use Curipod for other purposes than mentioned above.
- 2.4. Licensee cannot give away, sell, lease or in other ways transfer their License to third parties.
- 2.5. Licensor reserves the right to further develop and improve Curipod based on their sole discretion during the term of this agreement.

### **3. Intellectual property rights**

- 3.1 Licensor keeps the ownership and all rights to Curipod. The Licensor does not give the Licensee any immaterial rights, including but not limited to, technology, methods, copyright, brand, source code, design in Curipod. This is valid also when

improvement, development or changes is done in cooperation with Licensee, or based on suggestions, recommendations or tips from Licensee.

- 3.2. Licensee shall when the License Agreement ceases, return all data, documentation and other material that Licensee has received from the Licensor in connection with this License Agreement.

#### **4. Licensee's duties and responsibilities**

##### **4.1 Licensee shall:**

- 4.1.1. not cause or permit anything that may infringe the Licensor's intellectual property rights or contribute to or allow others to do so;
- 4.1.2. give Licensor notice of any infringement or suspected infringement of Licensor's intellectual property rights, including but not limited to unlicensed use. Notice shall be given as soon as Licensee becomes aware of or suspects such infringement;
- 4.1.3. not use or apply to get registered the licensor's intellectual property rights without the prior written consent of Licensor, including, but not limited to, trademarks, trade secrets, designs, websites, company names, or domain names that include, are similar to, or may be confused with, all or part of Licensor's intellectual property rights.

- 4.2. Clause 4.1 also applies after the expiry of the License Agreement.

- 4.3. Licensee is obliged to notify Licensor immediately when Licensee becomes aware of errors in the Platform.

- 4.4. Licensee is responsible for all activities performed by their employees, consultants, users, mentors, administrators and others who are granted access to the platform.

#### **5. Licensor's duties**

- 5.1. Curipod is provided "as is" and without any form of warranty, whether express or implied, including but not limited to, any implied warranties of fitness for a particular use or results that may be obtained. All risks associated with using Curipod are with Licensee.

- 5.2. The licensor is under no circumstances responsible for any damage or loss of any kind arising out of, or in connection with the use of Curipod.
- 5.3. The Licensee will have access to receive technical support from the Licensor regarding Curipod.
- 5.4. The Licensor shall commence assistance within 2 business day after having received a request on normal business days between 08:00 a.m. until 04:00 p.m. CET (“Business Hours”). Support is not manned on Saturdays, Sundays, Christmas Eve, New Year’s Eve and Norwegian public holidays.
- 5.5. The Licensee will organize workshops, seminars or webinar to help teacher learn how to use Curipod

## **6. Data Privacy**

- 6.1 All personal data entered into Curipod by Licensee, its users or others for which Licensee is responsible after 4.4 is Licensee's property and subject to Licensee's responsibility.
- 6.2. The Licensor will process personal data on behalf of the Licensee, and the parties will enter into a separate data processing agreement.

## **7. License Fee**

- 7.1. Licensee shall pay Licensor a license fee of NOK 2500,- inc. VAT per teacher license, with a minimum purchase of 10 licenses.
- 7.2 Additional licenses will be billed on a rolling basis 5 new licenses at the time after exceeding the existing number of licenses.
- 7.3. The license fee must be paid in full within 30 business days of receiving invoicing.

## **8. Breach of the License Agreement**

- 8.1. The party wishing to plead that the License Agreement has been in breach must notify the other Party in writing and without due notice after the person has discovered or should have discovered the breach.

- 8.2. In the event of material breach, the other Party has the right to terminate the Agreement with immediate effect, if the error is not rectified within 30 days of the written notice being sent. Defaults beyond [7] days are considered to be material breaches.
- 8.3. Compensation for indirect loss cannot be claimed and compensation cannot exceed the total annual license fee pursuant to clause 7.1 of the Agreement.

## **9. License Agreement Duration**

- 9.1. The duration of this agreement is 12 months from the day of signing, and will be automatically renewed every 12 months, unless one of the Parties give written notice to cancel no later than 30 days before the start of the next 12 month subscription period.

## **10. Indemnification**

- 10.1. The Licensee shall indemnify the Licensor for any claim and loss arising from the Licensee or any or any Licensee responsible, including the Licensor's costs of legal and other assistance. The Licensee shall give written notice of such claim as soon as it is made.

## **11. Confidentiality**

- 11.1. The Parties undertake to keep confidential all information in any form (including, but not limited to, written, oral or visual form, or electronic form or on magnetic or optical disk or memory pen or any other format) received from the other Party related to this Agreement, the parties' business operations and trade secrets (including, without limitation, suppliers, customers, products, services, technical information, know-how).

## **12. Transfer of rights and obligations**

- 12.1. Licensor has the right to assign its rights and obligations under this Agreement to a third party without Licensee's consent.
- 12.2. If Licensee transfers its rights and obligations under this Agreement, the Licensor shall have the right to terminate the Agreement with immediate effect.

### 13. Law choice and venue

13.1. This Agreement is governed by Norwegian law. The parties adopt Oslo District Court as the right venue.

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This Agreement is in duplicate, one to each of the Parties.

[Place & date]

For Curipod AS

For

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Jens Aarre Seip

CEO

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