



Design Team License Agreement

The BlackPrint Wireframe Kit

Created by:

Reedom

Updated:

Feb 04, 2020

License Agreement

For use of "the BlackPrint" Wireframe Kit.

This License Agreement (this "Agreement" of this "License Agreement") is made effective as of Feb 04, 2020 (the "Commencement Date") by and between Reedom, a company organized and existing in the United States of America, ("Licensor", "we", "us", or "our") and you &/or the company or entity that you represent, ("Licensee", "you," "your," "yours" or "customer").

If you do not unconditionally agree to all of the terms of this Agreement, you will have no right to use the Asset (and you should immediately cease all such use).

WHEREAS:

1. Licensee wishes to obtain a license to use "the BlackPrint" Wireframe Kit (hereinafter, the "Asset"), and
2. Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the Asset for the specific purpose set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

1. Definitions

1.1 "Agreement" means this License Agreement including the attached Schedule.

1.2 "Confidential Information" means information that:

- a. is by its nature confidential;
- b. is designated in writing by Licensor as confidential;

- c. the Licensee knows or reasonably ought to know is confidential;
- d. Information comprised in or relating to any Intellectual Property Rights of Licensor.

1.3 "Asset" means the Asset provided by Licensor as specified in Item 4 of the Schedule in the form as stated in Item 5 of the Schedule.

1.4 "Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 4.

1.5 "Party" means a person or business entity who has executed this Agreement; details of the Parties are specified in Item 2 of the Schedule.

2. License Grant

2.1 You acknowledge that all use of the Asset is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. Subject to this Agreement Reedom grants you a worldwide, non-exclusive, non-transferable license to use the Asset solely for purposes of (i) your own use to create new value-added products built with the components encompassed in the Asset ("End Products"), or (ii) educational use. Your authorized use is limited to:

- a. Use of the Asset to conduct internal demonstrations within your own organization, or for instructional use within an educational institution; or
- b. Use of the Asset to create End Products, including the right to modify and create derivative works from the Asset in furtherance of the same; and
- c. Developing, marketing, reproducing, performing, displaying, promoting, distributing and otherwise exploiting such End Products. All content within and associated with the Asset

included in any End Products will not be sub-licensed or sold.

3. Licensee's Obligations

3.1 The Licensee cannot use the Asset for purposes other than as specified in this Agreement.

3.2 No copies of the Asset are to be made other than as expressly approved by Licensor.

3.3 The Licensee will not directly or in-directly:

- a. distribute, sell, License or sub-License, let, trade, rent, lease, expose for sale, or otherwise make the Asset available to or use the Asset for the benefit of or to any third party;
- b. name, market, or promote an End Product in a manner that (i) implies that Reedom is the source of, contributed to, sponsored or endorsed your End Product, or (ii) confuses Reedom with another brand (including Licensee's), including by imitating the look and feel of the Asset;
- c. use the Asset in a manner likely to damage the reputation, goodwill, or intent of Reedom or the Asset;
- d. access or use the Asset to build a product or service that competes with a Reedom product or service; or
- e. remove any copyright notices, information, and restrictions contained in the Asset.

3.4 Licensee will provide technological and security measures to ensure that the Asset which the Licensee is responsible for is physically and electronically secure from unauthorized use or access.

3.5 Licensee shall ensure that the Asset retains all Licensor copyright notices and other proprietary legends and all trademarks or service marks of Licensor.

3.6 Licensee may permit its employees to use the Asset for the purposes described above in clause 2.1, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees using the Asset do not commercialise or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.

4. Intellectual Property Rights

4.1 All Intellectual Property Rights over and in respect of the Asset are owned by Licensor. The Licensee does not acquire any rights of ownership in the Asset.

5. Limitation Of Liability

5.1 The Licensee acknowledges and agrees that neither Licensor nor its board members, officers, employees or agents, will be liable for any loss or damage arising out of or resulting from Licensor's provision of the Asset under this Agreement, or any use of the Asset by the Licensee or its employees; and Licensee hereby releases Licensor to the fullest extent from any such liability, loss, damage or claim.

6. Confidentiality

6.1 Neither Party may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.

6.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

- a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or

- b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.

6.3 This clause 6 will survive termination of this Agreement.

7. Disclaimers & Release

7.1 To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset.

7.2 The Asset is provided by Licensor on an "as is" basis.

7.3 Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Asset or any part thereof.

7.4 Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Asset with Licensee computer programs.

7.5 The Licensee acknowledges that:

- a. The Asset has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and
- b. it is therefore the responsibility of the Licensee to ensure that the Asset meets its own individual requirements.

7.6 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability

or fitness for a particular purpose.

8. Indemnification

8.1 The Licensee must indemnify, defend and hold harmless Licensor, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:

- a. Licensee's and Licensee's employee's use or reliance on the Asset,
- b. any breach of the terms of this License Agreement by the Licensee or any Licensee employee, and
- c. any other act of Licensee.

8.2 This clause 8 will survive termination of this Agreement.

9. Waiver

9.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this License Agreement shall not operate or be construed as a waiver thereof.

10. Governing Law

10.1 This Agreement will be construed by and governed in accordance with the laws of Los Angeles County. The Parties submit to exclusive jurisdiction of the courts of Los Angeles County.

11. Termination

11.1 This Agreement and the License granted herein commences upon the Purchase Date with no expiration, unless otherwise terminated by Licensor in the event of any of the following:

- a. if the Licensee is in breach of any term of this License Agreement and has not corrected such breach to Licensor's reasonable satisfaction within 7 days of Licensor's notice of the same;
- b. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors; or
- c. the Licensee is in breach of clause 4 or 6 of this Agreement.

11.2 Termination under this clause shall not affect any other rights or remedies Licensor may have.

12. Assignment

12.1 This Agreement is personal to Licensee, and is not assignable, transferable or sub-licensable by Licensee except with Licensor prior written consent.

13. Notices

13.1 All notices required under this Agreement shall be in writing and shall be deemed given (i) when delivered personally; (ii) five (5) days after mailing, when sent certified mail, return receipt requested and postage prepaid; or (iii) one (1) business day after dispatch, when sent via a commercial overnight carrier, fees prepaid. All notices given by either Party must be sent to the address of the other (unless otherwise changed by written notice).

14. Counterparts

14.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

15. Severability

15.1 The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

16. Entire Agreement

16.1 This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by the Licensor.

Exhibit A

Schedule

Item 1 – License Agreement

THE LICENSE AGREEMENT OF WHICH THIS SCHEDULE FORMS A PART IS DATED AS OF Feb 04, 2020 AND IS BY AND BETWEEN THE PARTIES REFERENCED IN ITEM 2 BELOW.

Item 2 – Licensor and Licensee

Licensor: Reedom, a company organized and existing in the United States of America.

Licensee: You &/or the company or entity that you represent.

Item 3 – Feb 04, 2020

Item 4 – Web and mobile wireframe kit

Item 5 – 2 (Two) Sketch files (.sketch)