

ERM-CTI License Agreement

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Release

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License Agreement

License agreement between

ERM Consulting GmbH and installer respectively user of ERM-CTI (“Licensee”).

The License Agreement is made effective by installing the product.

The content of the agreement as followed.

1. Subject Matter

The content of this License Agreement is ERM-CTI (“Licensed Good”) which is under the property right of ERM Consulting GmbH, Landhausring 3, 12683 Berlin, Germany.

The Licensee is permitted by the Licensor to use the Licensed Good in order to practice the Licensed Good. To enable the use of the Licensed Good the Licensor will support the Licensee with necessary consulting and training fractions on separate prepaid base.

2. Extent of License

2.1 Exclusive

The Licensee has an exclusive right in terms of conditions of this License Agreement to practice the Licensed Good installed on one server.

2.2 Territory

[not applicable]

2.3 Sub-License

The Licensee has no right to grant sub-licenses. Any sub-license agreement needs the prior permission of the Licensor.

2.4 Improvements

All improvements to the Licensed Good have to be reported by the Licensee to the Licensor. Improvements in this sense include any advances which can be directly used or applied by the Licensed Good and which are patentable. If the Licensor participated in this development he/she possess the right to be considered as part of a joint venture as well as the right to be licensed to the new technology. Both parties agree to undertake further negotiation processes in good faith.

The Licensors agrees to inform the Licensee about all improvements to the Licensed Good.

2.5 Term

The License Agreement ends if the Licensee returns all licenses and declares not to use any copy of the product further on.

3. Fees

3.1 One-time charge

The Licensor and the Licensee agree about a One-time charge calculated on base of the Licensors recent pricelist. Therewith the license is fully-paid-up and no further financial requirements will emerge.

3.2 Maintenance

The Licensor and the Licensee agree about regular payments in the form of Maintenance.

The Maintenance has to be paid in advance and is calculated on base of the Licensors recent pricelist.

4. Infringement

In case of financial disadvantages following an infringement due to a third party producing, practicing or selling the Licensed Good without permission by the Licensor, the parties shall meet for agreement over appropriate actions. Licensee has to bear the costs of eventually necessary legal effects.

5. General Considerations

5.1 Representations and Warranties

The Licensor represents and warrants the Licensee :

- a) Licensor owns the Licensed Good and its legal property rights, which gives the right to grant the respective license. The Licensor possess the contractual right to grant the License in case of improvements of the Licensed Good.
- b) The Licensed Good and its property rights are valid accordingly to the knowledge of the Licensor at the date of agreement.
- c) The use of the Licensed Good is to be implemented pursuant to the knowledge of Licensor without any exceptions.
- d) The Licensee will have no liabilities or obligations to the Licensor's IPR-portfolio or License improvements.
- e) On the request from the licensee, the Licensor will provide the Licensee access to the Licensed Good and facilities and trainings agreed upon in the contract without further consideration.

5.2 Licensor and Licensee Obligations

Licensor Obligations

- a) The Licensor provides the product and the license for the use of the Licensed Good

Licensee Obligations

- a) The Licensee takes properly care of the entrusted Licensed Good and other properties of the Licensee.

6. Governing Law

This Agreement will be interpreted and construed according to, and governed by, the laws of Germany. Any dispute regarding this agreement shall be examined under jurisdiction of these laws.