License Agreement

This License Agreement, along with any schedules or attachments (the “**Agreement**” or the “**License**”), is made effective between:

* Power-user, Société par Actions Simplifiée with a share capital of 4,000 euros, registered with the trade and commercial register of Saint-Malo under number 813 623 733, with its registered office located at 6 rue du Vallion, 35430 Saint-Jouan-des-Guérêts, France (the “**Licensor**”),
* the acquirer of the Licensed Materials (the “**Licensee”**, or **“You**”).

In consideration of the mutual promises this Agreement contains, the Licensor and Licensee agree as follows:

# GRANT OF LICENSE

1. **Nature of Materials**. The materials that are the subject of this Agreement are the Power-user software, and any of the proprietary libraries (the “Components”) that are provided “as-is” with it, including but not limited to, pictures, icons, maps and templates, including transformations that the Licensee could apply to them (the “Licensed Materials”).
2. **Grant of License**. Licensor grants to Licensee a non-exclusive right and license to use the Licensed Materials, and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement’s terms and conditions. Licensor retains ownership of the Licensed Material and reserves all rights not expressly granted. The terms of this license will govern any software upgrades provided by the Licensor that replace and/or supplement the original Licensed Material, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.
3. **Ownership of Intellectual Property**. Nothing in this Agreement shall be interpreted to transfer ownership of any copyright, trademarks or service marks from the Licensor or its suppliers to the Licensee or Authorized Users.
4. **Components**. The Components included in the Licensed Materials are only licensed for use in connection with the Licensed Materials. The Licensee and Authorized Users may not use those Components for any other purpose, nor link, compile or otherwise combine those Components with their own programs, modify, rent, release, lend, sublicense or otherwise redistribute those Components, in whole or in part.
5. **Source code**. The Licensee and Authorized Users may not and agree not to, or to enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of the Licensed Materials, including, for the sake of clarity, the Power-user software or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of the Licensor.

# TERM, FEES AND RENEWAL

1. **Agreement Term.** The Agreement shall be in effect from the Effective Date and for a duration of one (1) year, unless otherwise specified in a commercial proposal.
2. **Trial or academic usage**. The Licensor may provide the Licensed Materials to the Licensee without any fee for a specific period, in particular, but not exclusively, for trial purposes or academic usage. In such event, the Agreement Term shall be at the discretion of the Licensor, and sections Fees and Payment, Money-back guarantee, Notice of Price Increases, Renewal and Refunds of this Agreement are void.
3. **Fees and Payment**. Licensee shall pay Licensor a previously agreed upon fee for the Licensed Materials. The amount of the fee will be displayed on the Licensor’s website or be the object of an official quote from the Licensor to the Licensee. Payment will be due within forty-five (45) days after the issuance date of the Licensor’s invoice.
4. **Money-back guarantee**. The Licensee can notify the Licensor of their intention to cancel the Agreement in a period of 14 days starting from the Effective Date. The Licensee will be refunded of the entire amount of the agreed Fees for the current term.
5. **Notice of Price Increases**. In case of price increase, Licensor shall provide Licensee with the new prices for all Licensed Materials no less than fifteen (15) days prior to the end of the current term.
6. **Termination for Breach***.* If either party believes that the other has materially breached any obligations under this Agreement, such party shall notify the other party of the alleged breach in writing. The breaching party shall have thirty (30) days from the receipt of notice to use all reasonable means to cure the alleged breach. If the breach is not cured within thirty (30) days, the non-breaching party shall have the right to terminate the Agreement without further notice. In the event that the Licensor is the breaching party, the Licensee shall be entitled for a prorated refund of the fees since notification of the breach.
7. **Renewal***.* This Agreement shall be automatically renewed at the end of the current term for a successive **one (1) year** term unless either party gives written notice of its intention to cancel at least **ten (10) days** before expiration of the current term. In the event of a price increase for a subsequent term, Licensee shall have no less than **fourteen (14) days** from the date of notification of the price increase to notify Licensor of Licensee’s intent to cancel or renegotiate.

# DELIVERY AND INSTALLATION

1. **Delivery**. Licensor will make available the Licensed Materials to the Licensee through electronic means.
2. **Installation**. Licensor will use reasonable efforts to ensure that the Licensed Materials are accessible and inter-operable with Licensee’s existing systems, provided such system meets the following compatibility requirements:
	* 1. Operating Software: Windows 7 or higher
		2. Microsoft Office version 2007 or higher

# AUTHORIZED USERS AND USES

1. **Authorized Users**. The Licensor and Licensee define “Authorized Users” as the Licensee, or the Licensee’s employees (including interns, apprentices, staff and independent contractors), regardless of their physical location, or patrons not affiliated with Licensee, who are physically present at Licensee’s site(s) (“**Walk-ins**”).
2. **Authorized Uses**. The Licensee and Authorized Users may access or use the Licensed Materials for the following purposes:
	1. *Usage Rights*. Licensee and Authorized Users may electronically transform, display, download, digitally copy, and print a reasonable portion of the Licensed Materials for their own Works. Authorized Users of Licensee shall retain the non-exclusive, irrevocable, worldwide, royalty-free right to use derivatives of the Licenses Material beyond the term of this Agreement.
	2. *Training.* Licensee and Authorized Users may extract and use excerpts from the Licensed Materials for training and other educational purposes, including extraction and manipulation for the purpose of illustration, explanation, example, comment, criticism and analysis.
	3. *Sharing.* Authorized Users may transmit to a third-party colleague, client or other stakeholder, in paper or electronically, reasonable amounts of the Licensed Materials as a part of their own Works, but in no case for resale or redistribution purpose.
	4. *Citations.* Licensee and Authorized Users may use citations and abstract information in their systems, institutional web pages or documents.
3. **Restrictions.** Licensor and Licensee agree to the following use and access restrictions on the Licensed Materials:
	* *Unauthorized Use*. Licensee shall not knowingly or intentionally permit anyone other than Authorized Users to use the Licensed Materials.
	* *Modification of Licensed Materials*. Licensee and Authorized Users shall not modify or copy the Licensed Materials without the Licensor’s express, prior, and written permission.

# PERFORMANCE OBLIGATIONS

1. The Licensor will use reasonable efforts to ensure that its performance will meet or exceed industry standards.
2. Additionally, the Licensor agrees to the following performance standards:
	1. *Availability of Licensed Materials*.The Licensor will make the Licensed Materials available to the Licensee and Authorized Users within seven (7) working days of the Effective Date.
	2. *Terms and Conditions applicable to Authorized Users*.In the event that Licensor requires Authorized Users to agree to additional terms relating to the use of the Licensed Materials, such terms shall not materially differ from the provisions of this Agreement. In the event of any conflict between the click-through terms or online terms and conditions and this Agreement, the terms of this Agreement shall prevail. For the avoidance of doubt, Authorized Users are not a party to this Agreement.
	3. *Documentation.* Licensor will provide help and operational documentation for Licensee and Authorized Users in an electronic format.
	4. *Support.* Licensor will provide activation and installation support. License will offer reasonable levels of continuing support to assist Licensee and Authorized Users in use of the Licensed Materials. Licensor will make its personnel available by email during Licensor’s regular business hours, Monday – Friday, for feedback, problem-solving, or general questions and will respond within 1 business day for 95% of tickets submitted and within 2 business days for 100% of tickets submitted.
	5. *Updates*. Licensor will provide regular updates to the Licensed Material. Updates might be installed without Licensee’s express consent.
	6. *Quality of Service*.Licensor shall use reasonable efforts to provide continuous service with an average of **98%** up-time per month. This **98%** up-time includes software installation or testing; loading or making available additional Licensed Materials as they become available; and unavailability because of service or equipment failure outside the Licensor’s control (including problems with public or private telecommunications services, or Internet nodes or facilities).
	7. *Problems with Licensed Materials*.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 best efforts to restore access to the Licensed Materials as soon as possible. In the event that the non-conformity materially affects the Licensee’s or Authorized Users’ use of the Licensed Materials, and Licensor fails to repair the nonconformity within fifteen (15) business days, Licensor shall reimburse Licensee for such problems *prorata temporis* of the total fee for the term.
	8. *Transfer or Acquisition.* If any portion of the Licensed Materials is transferred to or acquired from another party, Licensor shall use best efforts to ensure that Licensee does not lose access to the Licensed Materials as a result of the transfer or acquisition.

# DATA PRIVACY AGREEMENT

The provisions related to data privacy are set out in a Data Privacy Agreement separate to this License Agreement. Unless a separate Data Privacy Agreement has been signed by the parties, the Data Privacy Agreement publicly displayed on the website of the Licensor will apply.

# DISPUTE RESOLUTION

1. **Dispute Resolution**. In the event of any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement that are not affected by the dispute.
2. **Governing Law**.This Agreement shall be interpreted and construed according to, and governed by, the laws of **France**, without regard to its conflict of laws rules. The state courts located in **France** shall have jurisdiction to hear any dispute under this Agreement. This provision survives expiration or termination of the Agreement.
3. **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 Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, labor strikes, and/or any other cause beyond the reasonable control of the party whose performance is affected.

# MISCELLANEOUS PROVISIONS

1. **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.
2. **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.
3. **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.
4. **Survivability**. Sections GRANT OF LICENSE, AUTHORIZED USERS AND USES, DATA PRIVACY AGREEMENT, and DISPUTE RESOLUTION shall survive the expiration or termination of the Agreement.

# EFFECTIVE DATE

This agreement is effective as of the Effective Date, which is defined as the date at which the Licensed Materials are made available by the Licensor to the Licensee.

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| The Licensee:* Organization name:
* Name:
* Title:
* Date:
* Signature:
 | The Licensor:* Organization name: Power-User SAS
* Name: Olivier de Saint Louvent
* Title: Managing Director
* Date:
* Signature:
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