

APPLICATION FOR INTELLECTUAL PROPERTY LICENSE

To purchase a license to use Workitect’s Competency Dictionary, Competency Interview Guides, and Competency Development Guide, (Workitect Material), please follow these steps.

STEP 1 – Complete and return this agreement. (Contact us if you have any questions. Phone: 800-870-9490, licensing@workitect.com)

STEP 2 – We will return a signed copy of the agreement to you along with an invoice for the license fee.

STEP 3 – Your organization pays the invoice and then receives the Workitect Material.

INTELLECTUAL PROPERTY LICENSE AGREEMENT Competency Dictionary Competency Interview Guides Competency Development Guide

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT (this Agreement) is made between Workitect, Inc., whose address is 2020 N.E. 53rd Street, Suite 300, Fort Lauderdale, FL 33308, and:

Organization/Company (Licensee)

Address:

Organization’s Contact - Name

PositionTitle

Telephone #

Fax #

Email address

BACKGROUND

Workitect, Inc. (Workitect), a Florida corporation, whose address is 2020 N.E. 53rd Street, Ft. Lauderdale, FL 33308, owns all rights in the Competency Dictionary, Competency Interview Guides, Competency Development Guide, and eDeveloper™ (Workitect Material), which are materials used by individuals and businesses to enhance the performance and development of human resources. Licensee wishes to use Workitect Material in its own business.

TERMS OF AGREEMENT

The Parties (as defined below) agree as follows:

1. LICENSE GRANTED. Under this Agreement between Workitect and Licensee (collectively, Parties), Workitect grants to Licensee a non-exclusive, non-transferable, license to create materials derived from and/or incorporating portions of the Workitect Material for the total number of full-time salaried and/or commissioned employees in the company as of the date of this agreement. If the material is made available to more than 100 additional employees in the organization or any other parts of the organization (acquisitions, mergers, subsidiaries, etc., the license will be amended in order to cover the additional employees. Additional license fees will apply.

2. LICENSE FEE. Select one.

A. BASIC
Competency Dictionary

of Employees (minimum of 300) _____ x \$2 + \$1,000 onboarding / set-up fee. Total \$ _____

B. BUNDLE
Competency Dictionary
Competency Interview Guides
Competency Development Guide(s)

of Employees (minimum of 300) _____ x \$6 + \$1,000 onboarding / set-up fee. Total \$ _____

C. PREMIUM
Competency Dictionary
Competency Interview Guides
Competency Development Guide(s)
eDeveloper™

of Employees (minimum of 300) _____ x \$8 + \$1,000 onboarding / set-up fee. Total \$ _____

**The total number of full-time salaried and/or commissioned employees in the company, including employees who may not initially be given access to the WorkitECT copyrighted material.*

3. INTELLECTUAL PROPERTY OWNERSHIP. WorkitECT represents and warrants that it has full legal power to license the WorkitECT Material to Licensee. Licensee understands and agrees that all right, title and interest in and related to the WorkitECT Material, including, but not limited to, copyrights and trademarks therein, are the exclusive property of WorkitECT. WorkitECT acknowledges and agrees that nothing in this Agreement is meant or shall be deemed to give WorkitECT any rights in any trademarks, trade names, services marks, copyrights, including, but not limited to, all graphics and designs, or other intellectual property owned by Licensee and incorporated into the Derivatives.

4. RESTRICTIONS ON USE. Licensee agrees to use the WorkitECT Material solely for the purpose of creating and using Derivatives for Licensee's internal business purposes. Licensee shall not use the WorkitECT Material or Derivatives for any other purpose. Licensee shall not use third parties to create Derivatives unless WorkitECT has approved the use of such third parties and that such third parties have signed license agreements with WorkitECT. Licensee shall not make Derivatives of the WorkitECT Material other than as permitted under this Agreement. Licensee shall not knowingly or willfully take any action which would cause or permit the WorkitECT Material, Derivatives, or any portion of such materials to enter the public domain, including, but not limited to, emailing such materials outside Licensee's organization or posting such materials on publicly-accessible websites. Licensee shall limit access to the WorkitECT Material and Derivatives to only those employees of Licensee who are directly involved in the use of the WorkitECT Material or Derivatives for the purpose and in the manner permitted hereunder. Licensee shall advise each employee involved in the use of the WorkitECT Material of its proprietary nature and the restriction contained in this Agreement and agrees that its employees shall abide and be bound by the terms of this Agreement. Licensee shall immediately notify WorkitECT if Licensee becomes aware of any unauthorized use of the

Workitect Material.

5. INDEMNIFICATION. Workitect agrees to indemnify, defend and hold harmless Licensee and its affiliates and each of their respective officers, directors, employees, agents, successors, and assigns against and to reimburse them for all losses, liabilities, claims, causes of action, investigations, charges, penalties, fines, judgments, damages, costs and expenses (Losses) arising out of any third-party claims that the Workitect Material provided to Licensee under this Agreement by Workitect or Licensee's use thereof in accordance with the terms of this Agreement infringes or misappropriates the intellectual property rights of a third party; provided however, notwithstanding anything to the contrary herein, Workitect shall have no liability or obligation to Licensee to the extent that the claim of infringement or misappropriation is caused by Licensee's failure to use the Workitect Material in accordance with the terms of this Agreement.

6. WITHDRAWAL OF APPROVAL. Licensee understands and agrees that Workitect, at its sole reasonable discretion, has the right to withdraw its approval of Licensee's use of the Workitect Material or Derivatives for any material breach of this Agreement. Upon written notice to Licensee of Workitect's withdrawal of its approval, Licensee shall promptly cease use of the Workitect Material and Derivatives, return the Workitect Material to Workitect, destroy all existing copies of the Workitect Material and Derivatives, and certify that it has not retained a copy of the Workitect Material or Derivatives.

7. TERMINATION. If either Party fails to comply with any material provision of this Agreement, the non-breaching Party may terminate this Agreement upon 30 days' written notice to the breaching Party, provided that the breaching Party has not corrected such default during the 30-day notice period to the reasonable satisfaction of the non-breaching Party. Licensee understands that all license rights as granted under this Agreement cease as of the termination of this Agreement and that such rights revert back to Workitect. Should this Agreement terminate, Licensee shall cease all use of Workitect Material and may no longer create new Derivatives.

8. NO OTHER RELATIONSHIP OR LEGAL INTEREST. The Parties agree that they are independent contractors and that this Agreement does not create any other relationship or legal interest between the Parties, including, but not limited to, any sales contract, license, title, guarantee of work, or right to use any Confidential Information, except as specified by this Agreement.

9. CHOICE OF LAW. The Parties agree that the laws of the state of Florida govern any conflict regarding this Agreement without regards to its conflicts of law principles.

10. INVALIDITY OF PROVISION. The Parties agree that even if a court invalidates a provision of this Agreement, the remaining Agreement provisions are still valid and remain in full effect.

11. WAIVER. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver hereof.

12. NO OTHER AGREEMENTS OR REPRESENTATIONS. The Parties agree that this Agreement completely expresses their mutual intent and that it supersedes any other agreement or representation, oral or written, between the Parties.

13. MODIFICATION. The Parties agree that no modification can be made to this Agreement without another mutual, written agreement.

14. EFFECT ON OTHER PARTIES. The Parties understand and agree that their assigns and successors are bound by this Agreement.

15. NOTICE. The Parties understand and agree that any notices, consents, approvals, demands, requests or other communications required by this Agreement must be in writing and are only considered valid when delivered by hand or sent by U.S. registered or certified mail to the corresponding address as listed in the Signatures Provision of this Agreement. The Parties agree that electronic means of communication, including, but not limited to, phone, fax, email, instant messages, and text messages are not sufficient to meet the notice requirements of this Agreement.

16. HEADINGS. The Parties understand and agree that the headings in this Agreement are included only as a matter of convenience and in no way define, limit or extend the scope of this Agreement or any of its provisions.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument. Delivery of a signature page of this Agreement by telecopy or email shall be as effective as delivery of a manually executed signature page.

18. SIGNATURES. By each Party's duly authorized representative affixing its signature below, each Party is agreeing to be bound to the terms of this Agreement.

For Workitect, Inc.

By: Edward J. Cripe

Title: President

Date:

Notice Address:
2020 N.E. 53rd Street
Ft. Lauderdale, FL 33308

For Licensee

By: _____

Title: _____

Date: _____

Notice Address: _____

*Complete and return this agreement to licensing@workitect.com
(Contact us if you have any questions. Phone: 800-870-9490, licensing@workitect.com)*