**5GZORRO License Agreement**

For use of [Name of the product].

This License Agreement is made and effective as of [Commencement date] (the “Commencement Date”) by and between [Vendor.Company], a company organized and existing in [Vendor.Country], with a registered address at [Vendor.Address] (“Vendor”) and [Client.Company], a company organized and existing in [Client.Country], with a registered address at [Client.Address] (“Client”) in the context of 5GZORRO ecosystem.

**WHEREAS:**

1. Client wishes to obtain a license to use [Description of product] (hereinafter, the “Asset”), and
2. Vendor is willing to grant to the Client a non-exclusive, non-transferable License to use the Asset for the term and 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 5GZORRO 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 Vendor as confidential;  
c. the Client knows or reasonably ought to know is confidential;  
d. Information comprised in or relating to any Intellectual Property Rights of Vendor.

1.3 “Asset” means the Asset provided by Vendor as specified in Item 6 of the Schedule in the form as stated in Item 7 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 5.

1.5 “Party” means a business stakeholder who has executed this Agreement; details of the Parties are specified in Item 2 of the Schedule.

1.6 “Term” means the term of this Agreement commencing on the Commencement Date as specified in Item 4 of the Schedule and expiring on the Expiry Date specified in Item 5 of the Schedule.

**2. License Grant**

2.1 Vendor grants to the Client a non-exclusive, non-transferable License for the Term to use the Asset for the specific purpose specified in this Agreement, subject to the terms and conditions set out in this Agreement.

**3. Charges**

3.1 In consideration of the Vendor providing the License under clause 2 of this License Agreement, the Client agrees to pay Vendor the amount of the License Charge as specified in Item 9 of the Schedule.

**4. Client’s Obligations**

4.1 The Client cannot use the Asset, for purposes other than as specified in this Agreement and in Item 8 of the Schedule.

~~4.2 The Client may permit its employees to use the Asset for the purposes described in Item 8, provided that the Client takes all necessary steps and imposes the necessary conditions to ensure that all employees using the Asset do not commercialize or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.~~

4.3 The Client will not distribute, sell, License or sub-License, let, trade or expose for sale the Asset to a third party outside of the 5GZORRO platform.

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

4.5 No changes to the Asset or its content may be made by Client.

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

4.7 Client shall ensure that the Asset retains all Vendor copyright notices and other proprietary legends and all trademarks or service marks of Vendor.

**5. Intellectual Property Rights**

5.1 All Intellectual Property Rights over and in respect of the Asset are owned by Vendor. The Client does not acquire any rights of ownership in the Asset.

**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 7 will survive termination of this Agreement.

**7. Disclaimers & Release**

7.1 To the extent permitted by law, Vendor will in no way be liable to the Client 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 Vendor on an “as is” basis.

7.3 Vendor will not be held liable by the Client in any way, for any loss, damage or injury suffered by the Client 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 Vendor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Asset with Client computer programs.

7.5 Vendor does not warrant that the Asset will function in any environment.

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

7.7 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Vendor, including any implied warranty of merchantability or fitness for a particular purpose.

**8. Indemnification**

8.1 The Client must indemnify, defend and hold harmless Vendor, 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. Client’s and Client’s employee’s use or reliance on the Asset,  
b. any breach of the terms of this License Agreement by the Client or any Client employee, and  
c. any other act of Client.

8.2 This clause 9 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. Termination**

10.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term, unless otherwise terminated by Vendor in the event of any of the following:

a. if the Client is in breach of any term of this License Agreement and has not corrected such breach to Vendor’s reasonable satisfaction within 7 days of Vendor’s notice of the same;  
b. if the Client 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 Client is in breach of clause 5 or 7 of this Agreement.

10.2 Termination under this clause shall not affect any other rights or remedies Vendor may have.

**11. License Fee**

11.1 In consideration for the License grant described in this License Agreement, Client shall pay the License fee as stated in Item 9 of the Schedule immediately upon execution of this Agreement.

11.2 The License fee and any other amounts payable by the Client to the Vendor, under this Agreement, are exclusive of any and all foreign and domestic taxes, which if found to be applicable, will be invoiced to Client and paid by Client within [priceType] periods of [recurringChargePeriodLength][ recurringChargePeriodType] for such invoice.

**12. Severability**

12.1 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.

**13. Entire Agreement**

13.1 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 both Parties.

**IN WITNESS WHEREOF**, this Agreement, including the attached Schedule, was signed by the Parties under the hands of their duly authorized representatives and made effective as of the [Commencement date].

[Sender.Company]

Signature

MM/DD/YYYY

[Sender.FirstName] [Sender.LastName]

[Client.Company]

Signature

MM/DD/YYYY

[Client.FirstName] [Client.LastName]

**Exhibit A**

**Schedule**

**Item 1 – License Agreement**

THE LICENSE AGREEMENT OF WHICH THIS SCHEDULE FORMS A PART IS DATED AS OF [AgreementSignatureDate] AND IS BY AND BETWEEN THE PARTIES REFERENCED IN ITEM 2 BELOW.

**Item 2 – Name and Address of Vendor and Client**

Vendor: [Sender.Company], a company organized and existing in [Sender.Country], with a registered address at [Sender.Address].

Client: [Client.Company], a company organized and existing in [Client.Country] with a registered address at [Client.Address].

~~Item 3 – Other License Terms~~

**Item 4 – Commencement Date**

The commencement date is [AgreementSignatureDate]

**Item 5 – Expiry Date**

The expiry date is [validFor.endDateTime]

**Item 6 – Description of Asset**

The asset [name] comprises the elements:

*funtionDescriptorName = find(prodSpecCharValueUse.name= "FunctionDescriptorType")*

*for each [funtionDescriptorName.productSpecCharacteristicValue]*

*print [funtionDescriptorName.productSpecCharacteristicValue.value]*

**Item 7 – Format of Asset**

The format of the asset [name] comprises the elements:

*funtionDescriptorType = find(prodSpecCharValueUse.name= "FunctionDescriptorType")*

*for each [funtionDescriptorType.productSpecCharacteristicValue]*

*print [funtionDescriptorType.productSpecCharacteristicValue.value]*

**Item 8 – Approved Purpose.**

The approved purpose for the use of the asset is solely under the management of the 5GZORRO platform. Not allowed to distribute, sell, License or sub-License, let, trade or expose for sale the Asset to a third party outside of the 5GZORRO platform.

**Item 9 – License Fee**

Unitary price is [price.amout] [price.unit], [unitOfMeasure].

*priceLogic = find(prodSpecCharValueUse.name= "PriceLogic")*

The licensing fee is calculated depending on the *[priceLogic.productSpecCharacteristicValue.value]* parameter that is controlled by the 5GZORRO platform. The pricing logic algorithm [pricingLogicAlgorithm.Id], which is described as [pricingLogicAlgorithm.description], governs the quantity of the fee.