

**TRUSTED USER INTERFACE FOR DIGITAL WALLETS CHALLENGE
PRIZE COMPETITION
WINNER LICENSE AGREEMENT
FOR THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY**

This License Agreement (Agreement) is between Dignari, LLC (Winner or Lessor) having an address of 2509 E. Randolph Avenue, Alexandria, Virginia 22301 and the Department of Homeland Security (DHS or Licensee) on behalf of the Government of the United States of America (Government). Licensee and Lessor may be referred to as the Parties or Party in the singular.

This Agreement is made pursuant to 15 USC § 3719(j)(2) and is required to accept a prize under the Trusted User Interface for Digital Wallets Challenge Prize Competition (Competition) sponsored by the Silicon Valley Innovation Program (SVIP), Science and Technology Directorate (S&T) for DHS. The Competition was held from September 2020 to March 2021 and notification was provided on [Challenge.gov](#).

The rules of the Competition (Rules) specified that in order to accept a prize the individual, team, or entity (e.g., a corporation) is required to issue DHS a worldwide, non-exclusive, sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable license (Non-Exclusive License). This Agreement is that Non-Exclusive License.

WHEREAS, Winner provided a Submission judged to be a winner according to the Rules. And, that Submission embodies intellectual property (IP) that DHS on behalf of the Government is desirous of licensing. The Parties agree to the following.

NOW THEREFORE, in consideration of the foregoing, including awarding the applicable prize, Winner hereby grants Licensee a non-exclusive worldwide license to the IP developed by the Winner and embodied in the submission. Winner and Licensee hereby agree to be bound as follows:

I. DEFINITIONS

1.1 "Lessor," or "Winner," shall mean the individual, team of individuals, or the entity that developed the Submission judged to be a winner of one of the first through three prizes for the Competition. Lessor, or Winner, shall also refer to any successor in interest or purchaser of any rights needed for the purposes of this Agreement. Lessor participated in the Trusted User Interface for Digital Wallets Challenge Prize Competition.

1.2 "Licensee" shall mean the United States Department of Homeland Security (DHS) on behalf of the Government of the United States of America (Government) as represented by the Secretary for the Department of Homeland Security. Licensee is the agency responsible for SVIP/DHS S&T that sponsored the Competition and represents the interests of the sponsor.

1.3 "Competition" shall refer to the Trusted User Interface for Digital Wallets Challenge Prize Competition held from September 2020 to March 2021. The Competition was held under 15

U.S.C. § 3719 according to the America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science, or “Competes Act” (Pub. L. 110–69).

1.4 “Rules” shall refer to the rules that were made available to participants of the Competition.

1.5 “Intellectual Property,” or “IP,” shall include patents and applications, utility models, invention registrations, industrial rights, trade secrets, copyrights, knowhow, and all other forms of intellectual property recognized by law.

1.6 “Submission” means the executable software, source code, object code, and other materials embodying the Submission judged to be a winner of the Competition regardless of the form, format, or media use to contain the information whether compiled or de-complied.

II. GRANT

Winner hereby grants Licensee and its designees a nonexclusive worldwide license to: use; practice; reproduce; distribute; modify; create derivative works including reverse engineering and investigate; publicly perform or display; digitally perform; make and have made; sell; offer for sale; manufacture; and have manufactured on its behalf, and import the Submission. The foregoing grant shall be sub-licensable, transferable, fully paid-up, royalty-free, perpetual, irrevocable, and made without regard to the form or format used to embody the Submission and encompass all Licensor IP embodied in the Submission.

III. REPRESENTATIONS AND WARRANTIES

3.1 Licensor warrants that he/she is a citizen or a lawful permanent resident of the United States of America (U.S.) or in the case of a corporation that it incorporated in and maintains a primary place of business in the U.S. as required under the America COMPETES Act.

3.2 Licensor represents that he/she/it is not a Federal entity or a Federal employee acting within the scope of his/her employment.

3.3 Licensor has read the Rules and represents that he/she/it is not barred or ineligible from accepting a prize and has registered with the System for Awards Management.

3.4 Licensor represents that he/she/it is the individual/team that registered and submitted the Submission judged to be a winner. And that, the Submission represents the Licensor’s original work. Licensor represents that he/she/it has identified all the people/entities that contributed to development of the Submission and there are no others that have a claim to or a right in the Submission. Licensor warrants that he/she/it has the authority to bind all the individuals/entities with rights or interest in the Submission.

3.5 If the Submission contains third party IP, Licensor is responsible for identifying in writing the third party IP and its source. (A sample chart is included as Appendix A for this purpose.) Licensor shall ensure that Licensee has sufficient rights in that third party IP to effectuate the Grant of Section II. Only open source code that is licensed under an Open Source Initiative approved license can be included in the Submission. Open source license that prohibit commercial use are insufficient for this purpose.

3.6 Licensee warrants, except as identified in the proceeding subsection, that the Submission does not contain any third party IP and that it does not violate any third party IP rights. Licensee warrants that the Submission does not include any trade secrets.

IV. GENERAL

4.1 Nothing in this Agreement shall be taken as authorization or consent by DHS or the Government under 28 U.S.C. §1498 or any other Federal Law, Regulation, or other Requirement, including but not limited to export administration regulation (EAR). The foregoing does not exclude or prevent DHS or the Government from exercising or providing its authorization or consent under 28 U.S.C. §1498 at its sole discretion.

4.2 Licensee shall, except to the extent not inconsistent with law including the America COMPETES Act, indemnify or hold harmless the Government for all liability regarding demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage in connection with this Agreement.

4.3 Licensee acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of products or know-how under this License shall require a separate license agreement and assurances by Licensee that it shall not export such items to certain foreign countries without prior approval of Licensee. DHS does not represent that if such a license is requested by Licensee; that it shall be issued.

4.4 Nothing in this agreement shall be interpreted as creating a relationship between the parties beyond that of licensor/licensee. Licensee shall not hold itself out as an agent, partner, joint-venture partner of Licensee, or attempt to imply the Parties have a relationship other than that due to this Agreement. Nothing in this Agreement shall be construed as giving Licensee a right to use any of Licensee's trademark or service mark, logo, seal, or legally recognized intellectual property.

4.5 Licensee expressly reserves the right to disclose any information pertaining to this Agreement and the Submission to Congress or to any authorized United States Federal Government official when required by any applicable laws, regulations, or policy.

4.6 This Agreement together with the Rules represents the entire understanding of the Parties.

4.7 Headings are solely for convenience and are not to be used in construing this Agreement.

4.8 If any portion of this Agreement is deemed invalid, illegal, or unenforceable the legality and enforceability of the remaining portions will not be impacted. A waiver of a breach of this Agreement in any instance shall not act as a waiver of that portion as to subsequent breaches, or a waiver as to other portions, or a waiver of the Agreement as a whole. All waivers and requests for waivers shall be in writing with electronic form being sufficient.

V. LAW AND JURISDICTION

5.1 The terms and provisions of this Agreement shall be interpreted in accordance with and shall be governed by Federal law, and, where not inconsistent, the District of Columbia, without giving effect to any choice-of-law principles.

5.2 Jurisdiction and venue in any suit brought to determine any dispute or controversy arising under or relating to this Agreement shall be in the United States Court of Federal Claims or the United States District Court for the District of Columbia.

5.3 Licensee and Lessor agree to use their best efforts to settle amicably any controversy or claim arising under this Agreement or a breach of this Agreement. Licensee agrees first to appeal any unsettled claims or controversies to the attorney point of contact for Lessor.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

LICENSEE:

BY: KATHLEEN M KENYON

Digitally signed by KATHLEEN M KENYON
Date: 2024-05-11T11:00:17-04'00'

Kathleen Kenyon

Prize Competitions and Challenges

Science and Technology Directorate, Department of Homeland Security

LICENSOR:

BY:

DATE: 5/5/21

Name: GENA ALEXA

Title: PRESIDENT, DIONANI, LLC

Appendix A — INCLUDED AS A SEPARATE ATTACHMENT

Written Identification of 3rd Party IP included in Submission (Only complete if applicable.)

IP Owner Name	Description	License Type

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Appendix A

IP Owner Name	Description	License Type
Julieta Ulanovsky, Sol Matas, Juan Pablo del Peral, Jacques Le Bailly	Montserrat font from the Google font library	Open source – SIL Open Font License
N/A – developed by the U.S. Web Design System (Google font library)	Public Sans font from the Google font library	Open source – SIL Open Font License
N/A – developed by the U.S. Web Design System	Alerts styling in the design system; Text Input styling in the design system	N/A