

VIRTUAL EXPEDITION 2022/2023

**LICENSE REGARDING TRAINING, CURRICULUM:
“SERIOUS SCRUM: ROAD TO MASTERY - Virtual Edition” | “R2M-VE”**

AGNC, Serious Scrum KVK 58970037, represented by S.J. Nijland, hereinafter referred to as: 'licensor';

Article 1 - Description of the license

For the term of the agreement:

1. Licensor entitles the licensee to offer the training program and associated training curriculum and materials “SERIOUS SCRUM: ROAD TO MASTERY - Virtual Edition” or “R2M-VE” worldwide, which right licensee accepts.
2. The licensee is not authorized to transfer or sell licenses or sublicenses of this program.
3. This agreement does not transfer any intellectual property rights or copyrights.
4. The licensee is permitted to charge and collect registration fees from its participants in the R2M-VE program to the participants.
5. The licensee is allowed to make changes to the program and material in consultation with the licensor to translate it and if this benefits the quality, result, and applicability of the training.
6. Parties are authorized to appoint each other in public communications as providers and partners of the R2M-VE program and may refer to each other's offer.
7. Access to the R2M trailblazer community.
8. 1-year R2M Miro seat/access.
9. Right to apply R2M-VE material commercially.
10. Access to new content as it emerges.
11. Join year-round Trailblazer R2M-VE events.
12. Access to regular exclusive virtual "Training the Guides" (TtG) events for R2M-VE.

Article 2 - Duration of the agreement

1. The license agreement is entered into for a definite period of time, starting on the payment for the subscription, and lasts for 1 year.

Article 3 - Compensation

1. The licensee pays an amount of **€7.500,-** per year for this Virtual Expedition Licence.
2. The licensee will transfer the subscription fee and the invoices to the bank account number of the licensor with account number NL84 RABO 0130 4761 53 in the name of AGNC.
3. The licensee may collect the training fee directly from the travelers they guide. This fee needs to be agreed upon by the licensor.

Article 4 - Prerequisites

The prerequisites for the expedition program:

1. A legal entity.

Article 5 - Warranties and obligations

1. The licensor warrants that it is entitled to the program and works and is authorized to enter into this program;
2. This license does not transfer any intellectual property rights or copyrights.
3. The R2M-VE training curriculum provided uses imagery licensed by licensor from Freepik Company, S.L. Licensee must obtain separate licenses for this imagery from Freepik Company, S.L. [Freepik subscriptions]
4. In the provided training curriculum of the R2M-VE references (attributions) are made to third-party resources that are subject to intellectual property and copyrights belonging to the relevant resources.
5. The licensee will also use due diligence to determine whether used sources and material from third parties, which are copyrighted and intellectually owned, that do not belong to the licensor yet can be provided in this agreement, can be used by the licensee.
6. When applying/using the plays and activities, you must apply the Serious Scrum R2M logo.
7. The parties will notify each other immediately if they discover infringements of the copyrights in the works and trademark rights or if a third party claims the rights to the works or claims that one or more works infringe its rights.
8. The licensor is entitled to additional fair compensation if there is a serious disproportion between the agreed compensation and the proceeds of the exploitation of the work.

9. If the Parties become aware of a (possible) infringement of the intellectual property rights of the licensor, including unauthorized application of the R2M-VE program, they will inform each other immediately. If there is a question of (possible) infringement of these rights via the offer of the licensee, then the licensee will, upon request, provide the licensor with full cooperation for measures to be taken against third parties to enforce and/or defend the intellectual property rights of the licensor.
10. The licensor is entitled to insight into the sales results of the licensee related to the R2M-VE program.
11. All investments made by the licensee under this agreement are for its own account and risk.

Article 6 - Platform / Curriculum

1. The R2M-VE program, curriculum, and associated materials will be made accessible digitally through Miro.
2. Serious Scrum will not provide Miro seats for participants registered directly with Guides. This can be offered in extension to this program.
3. During the period of this agreement, the licensor will make new updates available and offer monthly updates to the Miro environment made available.
4. Licensee can determine which video conferencing platform can be used for facilitating virtual sessions. Licensor may make its Zoom subscription (mastery@seriousscrums.com) available for facilitating sessions.
5. How this is achieved and which (financial) agreements are based on it are not recorded or part of this agreement.
6. Licensee may use the platforms www.seriousscrums.com and www.road2mastery.com to offer and promote the training there.
7. How this is achieved and which (financial) agreements are based on it are not recorded or part of this agreement.

Article 7 - Termination

1. The parties can terminate the agreement by giving notice at the end of the current license period or, in the case of a license agreement for an indefinite period, at any time, subject to a period of 1 month.
2. Termination must be agreed upon in writing.

Article 8 - Consequences of nullity or voidability

If part of the agreement is void or voidable, this will not affect the other provisions of the agreement. In that case, a provision that is void or annulable will be replaced by a provision that comes closest to what the parties had in mind when concluding the agreement on that point.

Article 9 - Partnership

1. Both Parties agree to discuss possible revisions of this license if new insights give reason to do so.
2. In the event of a dispute, the parties will first consult personally. In doing so, both parties are honored to be open and respectful and trust in each other's good intentions and intentions to find a way for prosperous, continuous cooperation.

Article 10 - Applicable law

1. Dutch law applies to this agreement.
2. The Dutch court has jurisdiction to hear all disputes arising from this agreement.

The amounts mentioned in this proposal exclude VAT.