

# License Agreement

Between

**Delta Institute – Dieter Legat E.U.**

Schoenburgstrasse 13/12

A 1040 Wien/Vienna (Austria)

Austrian Register of Commerce Nr. FN 479463v

UID USt. Nr. ATU72700268

hereinafter referred to as "DELTA INSTITUTE"

And

[\*\*]

hereinafter referred to as "client company or LICENSEE"

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## 1 Purpose of this Agreement

Delta Institute – Dieter Legat e.U., registered in the commercial register of the commercial court Vienna under FN 479463 v, henceforth referred to as "**DELTA**") has developed and is owner of the DELTA-T COCKPIT, a "Software-as-a-Service" tool supporting the use of the DELTA-T operational leadership methodology, henceforth referred to as "**DELTA-T**".

The client company (henceforth referred to as "**LICENSEE**") desires to use the DELTA-T COCKPIT in accordance with this License Agreement.

DELTA wishes to grant a license for the use of the DELTA-T COCKPIT to the LICENSEE.

## 2 Grant of license

DELTA grants to the LICENSEE, subject to payment in full of the fees as set out in this Agreement, a non-exclusive, non-transferable, worldwide right to use the DELTA-T COCKPIT to support LICENSEE's business purposes subject to the terms of this Agreement. All rights not expressly granted to LICENSEE are reserved to DELTA. Use of the license shall be limited to use by the LICENSEE and the USERS authorized by the LICENSEE according to Article 3 of this Agreement. LICENSEE is not authorized to grant sub licenses to other parties of any kind.

### License Package

License options are described on the website of DELTA, at: <https://book-agile-operational-leadership.com/delta-t-cockpit/license>. Of these, DELTA grants the following license package to the LICENSEE (applying package is checked):

- Standard: € 7.330,- p.a.(€20,- per day)
- Premium: € 14.600,- p.a. (€ 40,- per day)
- Enterprise: € 29.200,- p.a. (€ 80,- per day)

## 3 Users

### 3.1 Personal account

USERS shall have a personal account with personal login and password for access to the DELTA-T COCKPIT.

### 3.2 USER LICENSE AGREEMENT

LICENSEE shall be solely responsible for its actions and the actions of USERS while using the DELTA-T COCKPIT and for the contents of its transmissions through the DELTA-T COCKPIT (including, without limitation, LICENSEE'S IP). LICENSEE shall ensure that all USERS comply with LICENSEE's obligations under this Agreement.

LICENSEE and its USERS shall at all times comply with DELTA's USER LICENSE AGREEMENT posted at <https://book-agile-operational-leadership.com/data-protection-cookies/user-license-agreement> and as amended from time to time by DELTA at their discretion.

### 3.3 Special USER: The Master Project Manager (MPM)

The Master Project Manager (henceforth referred to as "**MPM**") is a special USER who shall configure the DELTA-T COCKPIT for the use by LICENSEE by setting up USERS and other key data elements on behalf and for the LICENSEE and shall have access to all other USER's data.

## **4 Fees and payment**

### **4.1 Fees**

LICENSEE agrees to pay the Fees specified in par. 2 of this Agreement annually in advance and all Fees are non-refundable, unless otherwise specifically stated herein. Fees are stated exclusive of all applicable duties, tariffs, and taxes.

### **4.2 Validity**

The Fees specified in par. 2 of this Agreement shall be valid for the duration of the License term and may be revised by DELTA annually. Annual price increases are limited to max. 10% and DELTA will inform about the increase in advance.

### **4.3 Payment**

All fees payable under this Agreement shall be due 30 days upon receipt of the respective invoice from DELTA to LICENSEE.

## **5 Access to and use of the DELTA-T COCKPIT**

### **5.1 Set-up of DELTA-T COCKPIT**

After receiving the payment of the Fees specified in par. 2 of this Agreement, DELTA will create a separate instance of the DELTA-T COCKPIT for the LICENSEE. After set-up, the full functionality of the DELTA-T COCKPIT shall be available to LICENSEE and LICENSEE respective the MPM - or any mandated DELTA INSTITUTE BUSINESS AGILITY CONSULTANT - shall be responsible to configure the DELTA-T COCKPIT for LICENSEE's use.

### **5.2 Training**

DELTA does not provide training to LICENSEE and/or its USERS. If the LICENSEE wishes to have training, it needs to be agreed between LICENSEE and the DELTA INSTITUTE BUSINESS AGILITY CONSULTANT.

### **5.3 Help Function/FAQs**

The use and function of the DELTA-T Cockpit is described in its FAQ (frequently asked questions) section that can be found in the help function of each widget of the DELTA-T COCKPIT.

### **5.4 User Support**

DELTA does not provide any support to LICENSEE and/or its USERS. Such support is conducted by the mandated DELTA INSTITUTE BUSINESS AGILITY CONSULTANT.

### **5.5 Modifications, upgrades and enhancements**

DELTA may issue modifications, upgrades and enhancements to the DELTA-T COCKPIT from time to time according to its development schedule, for which it maintains exclusive control. DELTA is under no obligation under this Agreement to provide any updates to the DELTA-T COCKPIT.

DELTA reserves the right, when issuing modifications, upgrades and/or enhancements to the DELTA-T COCKPIT to remove any existing feature or functionality from the DELTA-T COCKPIT. DELTA will make reasonable efforts to keep LICENSEE apprised of planned changes to the DELTA-T COCKPIT, which include the removal of features or functionality.

### **5.6 Licensee hardware, software and telecommunications**

LICENSEE is responsible for obtaining and maintaining all hardware, software and communications equipment necessary to access and use the DELTA-T COCKPIT and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the DELTA-T COCKPIT.

## 5.7 Suspension

DELTA may suspend LICENSEE's or any USER's right to access or use any portion or all of the DELTA-T COCKPIT and remove the applicable Customer Data immediately if: (i) LICENSEE fails to pay to DELTA any amounts due under this Agreement within thirty (30) days of such payments being due to DELTA; (ii) DELTA reasonably determines that LICENSEE or an USER of the DELTA-T COCKPIT poses a security risk to or may materially harm the DELTA-T COCKPIT or any third party; or (iii) any USER violates DELTA's user license agreement. During such period of suspension, LICENSEE will remain responsible for all fees and charges it has incurred through the date of suspension; as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension.

## 5.8 Data Processing and Data Security

### 5.8.1 Ownership of LICENSEE's data

LICENSEE remains the owner of all LICENSEE's Data transmitted through, posted on, or used in connection with the DELTA-T COCKPIT.

LICENSEE is obliged to comply with all applicable data protection law and to ensure that all of his employees and/or contractors, using the DELTA-T COCKPIT on behalf of LICENSEE, are fully informed about the data processing while using the DELTA-T COCKPIT and to obtain any necessary consent.

### 5.8.2 Access to LICENSEE's data by DELTA

LICENSEE agrees that DELTA processes the LICENSEE Data in accordance with this License Agreement and applicable data protection law. If necessary, the Parties will conclude a separate data protection agreement.

LICENSEE agrees that DELTA uses the services of a third party service provider to process and store LICENSEE'S Data. The servers are currently located in Manchester (United Kingdom).

DELTA will process LICENSEE's Data for

- Operating the DELTA-T COCKPIT;
- Improving the quality and functionality of the DELTA-T COCKPIT; and/or
- Administrative operations, for instance invoicing the LICENSEE.

Beyond this, DELTA will not process the LICENSEE's data that is entered or created through use of the DELTA-T COCKPIT, unless

- Requested by and authorized in writing by the LICENSEE or
- Compelled by appropriate governmental authority and/or applicable law.

### 5.8.3 Access to LICENSEE's data by the LICENSEE's DELTA-T consultant

The DELTA INSTITUTE BUSINESS AGILITY CONSULTANT has access to LICENSEE's data as long as there is a consulting engagement active with the LICENSEE. DELTA INSTITUTE is not responsible for the usage of LICENSEE's Data by the DELTA INSTITUTE BUSINESS AGILITY CONSULTANT. LICENSEE shall inform DELTA immediately if the engagement with the DELTA INSTITUTE BUSINESS AGILITY CONSULTANT terminates.

### 5.8.4 Data security measures in hosting environment

DELTA and its hosting service provider have implemented an information security management system proved by certification to the ISO/IEC 27001 standard or certification according to Article 42 of the General Data Protection Regulation (EU) 2016/679.

### 5.8.5 Data security measures by LICENSEE

LICENSEE will take all necessary steps to ensure the highest possible level of data security within the framework of LICENSEE's Data security policies. Specifically, LICENSEE, MPM and each USER have to ensure use of passwords with high-level security ("safe passwords").

### 5.8.6 Security and Backup

LICENSEE is responsible for taking steps to maintain appropriate security, protection and back-up of the LICENSEE's Data, which may include the use of encryption technology to protect the LICENSEE Data from unauthorized access and routine archiving of the LICENSEE Data. DELTA is not responsible for any back-up of the LICENSEE's Data in the DELTA-T COCKPIT.

## 5.9 DELTA intellectual property

DELTA represents and warrants to the best of DELTA's knowledge that it has full title and ownership of the DELTA-T COCKPIT and has the authority to grant the license hereunder. To the best of DELTA's knowledge the DELTA-T COCKPIT does not infringe upon the intellectual property rights of any third party and that it did not receive any notice regarding any alleged infringement thereof.

DELTA owns - and LICENSEE acknowledges - all right, title and interest, including intellectual property rights, in and to the DELTA-T COCKPIT including any improvements, enhancements, modifications or derivatives thereto and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by LICENSEE or any other party relating to the DELTA-T COCKPIT.

LICENSEE further acknowledges and agrees that it has no proprietary interest in the DELTA-T COCKPIT, that all proprietary interest in the DELTA-T COCKPIT is owned and controlled by DELTA, and that LICENSEE will not attempt to or allow an attempt to transfer, duplicate, sell, license, or otherwise dispose of, in whole or in part, the DELTA-T COCKPIT or any component part thereof, to any affiliate, or any third party, except as specifically provided herein.

LICENSEE shall not technically examine, copy beyond licensed use, alter, reverse engineer, decompile, tamper with or otherwise use the DELTA-T COCKPIT. This also applies to, yet is not limited to, attempting or allowing third parties such actions.

## 6 Warranties and representations; disclaimer

### 6.1 Limited warranties

DELTA warrants only that the DELTA-T COCKPIT shall perform substantially in accordance with the descriptions of DELTA contained in the User Manual, as amended from time to time by DELTA.

The entire and exclusive remedy for breach of this Limited Warranty shall be, at DELTA's option, either

- The return of the initial license fee paid, or
- To repair, upgrade, or otherwise enhance the performance of DELTA-T to address the deviation from the description contain in the User Manual, with best effort in a commercially reasonable manner.

### 6.2 No warranty of achieving business results

DELTA does not represent or warrant that the DELTA-T COCKPIT will be capable of achieving any particular result or results in LICENSEE's business or operations.

### 6.3 No other warranties

THE DELTA-T COCKPIT IS PROVIDED "AS IS" AND "AS AVAILABLE". DELTA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE DELTA-T COCKPIT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES THAT THE DELTA-T COCKPIT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. DELTA DISCLAIMS ALL WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, INTERFERENCE WITH ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT,

AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. LICENSEE ACKNOWLEDGES AND AGREES THAT DELTA EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, LICENSEE'S COMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE TO LICENSEE OR LICENSEE'S USERS.

## **7 Indemnity and Limitations of damages**

### **7.1 Indemnity by DELTA**

In the event that anyone commences an action challenging DELTA's right to license the DELTA-T COCKPIT, and provided that DELTA receives timely notice and an opportunity to defend, DELTA shall indemnify LICENSEE and hold it harmless from and against all damages, losses, expenses arising out of such infringement or other action. After timely written notice from LICENSEE, DELTA shall, at its sole expense, defend any such actions.

### **7.2 Indemnity by Licensee**

LICENSEE shall indemnify, defend and hold DELTA, its affiliates, directors, officers and employees harmless from and against any claim, liability, damage, cost, expense (including actual reasonable attorney fees), award, fine, or judgment, arising from or out of LICENSEE's operation, conduct, and responsibility for its use of the DELTA-T COCKPIT, and for any and all claims of infringement of any proprietary rights by any graphic, picture, text, audio, video, software, other data, or information provided by LICENSEE.

### **7.3 Limitation of Damages**

No party shall be entitled to receive from or be obligated to pay to the other any part of any award, claim, fine or judgment which is deemed, declared or is characterized in its nature to be exemplary, punitive or consequential damages.

### **7.4 Exclusion of Incidental, Consequential and Certain Other Damages**

In no event shall DELTA be liable for any damages whatsoever,

- Under or in connection with any provisions of this Agreement,
- Even in the event of fault, tort (including negligence), misrepresentation, strict liability, breach of contract,
- And even if the LICENSEE of USER has been advised of the possibility of such damages including but not limited to damages relating to:
  - Loss of sales or profit,
  - Loss of confidential or other information,
  - Business interruption,
  - Personal injury,
  - Loss of privacy,
  - Failure to meet any duty including of good faith or of reasonable care,
  - Negligence,
  - Any other pecuniary loss whatsoever,
  - The provision of or failure to provide support or other services
  - Any software that is not designed or manufactured by DELTA or any computer hardware;
  - Interruption, delays, errors or omissions for which DELTA is not responsible; or
  - LICENSEE's use of the DELTA-T COCKPIT in any manner not contemplated by the documentation and this Agreement or the modification or unauthorized use of the DELTA-T COCKPIT
  - The use or inability to use the DELTA-T COCKPIT,
  - Or otherwise.

### **7.5 Limitation of liability**

In no event shall DELTA's liability exceed the license fee paid in the last 12 months..



## 8 Term and Termination of Agreement

### 8.1 Limited term

This Agreement expires automatically 12 months after the date of signing this Agreement by LICENSEE and DELTA, unless not otherwise agreed by DELTA and LICENSEE.

### 8.2 Termination by DELTA

#### 8.2.1 Violation of terms

DELTA may immediately terminate this Agreement if LICENSEE violates the terms of this Agreement.

#### 8.2.2 Failure to pay license fee

DELTA may immediately terminate this Agreement if LICENSEE fails to pay the license fee within thirty (30) days following receipt of written notice that such payment is due.

#### 8.2.3 Rescind license and revoke of rights

The termination of this Agreement shall automatically rescind the license granted and revoke all rights granted to or accrued by LICENSEE to use THE DELTA-T methodology.

#### 8.2.4 Disabling access

In the event of termination for non-payment, DELTA may disable MPM's and LICENSEE's access to and use of the DELTA-T Cockpit until such time as DELTA has received full payment of the outstanding amount.

## 9 Assignment

This Agreement is only assignable by LICENSEE with DELTA's prior written consent. Any assignment made by LICENSEE without DELTA's prior written consent will be void and DELTA will not be required to recognize the assignment.

DELTA may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of LICENSEE. At the request of DELTA, LICENSEE will execute any papers or documents reasonably necessary to give effect to such assignment or novation.

## 10 Miscellaneous provisions

### 10.1 Severability

Should any provision of this Agreement be or become, in whole or in part, void, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions of this Agreement shall not be affected. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision as regards the subject-matter, extent, time, place and scope of the relevant provision. The aforesaid shall apply *mutas mutandis* to any gap that may be found to exist in this Agreement.

### 10.2 Notices

All notices, consents, waivers and other communications required or permitted by this AGREEMENT must be in English, in writing, and will be deemed given when

- (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid);
- (b) sent by e-mail with written confirmation of transmission delivered promptly thereafter; or
- (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the addresses or e-mail addresses and marked to the attention of the person (by name or title) designated (or to such other address, e-mail address or person as a Party hereto may designate by notice to the other Parties hereto), as stated hereinafter:

DELTA INSTITUTE – Dieter Legat E.U.  
A 1040 Wien (Austria), Schoenburgstrasse 13/12  
Email: [legat@delta-institutite.com](mailto:legat@delta-institutite.com)  
Mobile phone: \*43 680 243 03 20

LICENSEE  
Zip, City (Country), Street address  
Email: .....  
Mobile phone:.....

### 10.3 Applicable Law and Arbitration

This Agreement and all annexes regarded as an integral part thereof shall be subject to substantive Swiss Law, excluding the Swiss International Private Law (*IPRG*) and the UN Convention on Contracts for the International Sale of Goods (*CISG* or *UN-Kaufrecht Übereinkommen*).

Any question concerning the validity, interpretation or application of the Agreement shall be first subject to consultations between the contractual parties, including if necessary the involvement of its most senior officials, and they shall endeavor to mutually settle any dispute or claim which may arise.

Any disputes arising including such disputes as to whether the Agreement validly entered into legal force or its amendment or termination shall be settled by an arbitration tribunal in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.

### 10.4 LICENCEEs Abiding to Local Laws

LICENSEE agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations that may be applicable to its use of the DELTA-T COCKPIT and to any Customer Data.

### 10.5 Entire Agreement

This Agreement contains the entire Agreement of the parties and each party acknowledges there were no other oral agreements, representations, warranties or statements of fact made prior to or at the time of the signing of this Agreement.

### 10.6 Modification

No alteration, modification or amendment of this Agreement shall be effective or enforceable unless it shall be in writing and signed by both parties.

### 10.7 Waiver

Failure of either party to insist on strict performance shall not constitute a waiver of any of the rights or duties contained in the provisions of this Agreement or a waiver of any default of the other party.

### 10.8 Warranty of Authority

The undersigned warrants that they are authorized and have authority to execute this Agreement on behalf of the LICENSEE.

### 10.9 Survival of obligations

The obligations set forth in Paragraphs  
6 (Limited Warranties and Representations; Disclaimer), and  
7 (Indemnity; Limitation of Damages)  
shall survive the termination of this Agreement.

## 11 Signatures

Licensee	Name, Title, Company Name	Date
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Delta Institute – Dieter Legat E.U.	Name, Title	Date
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## 12 Attachments

### 12.1 Definitions

The following terms have the meaning set forth herein:

#### 12.1.1 LICENSEE Data

LICENSEE Data means all personal and non-personal data (such as name, position, e-mail, phone number and other information required to register for the DELTA-T COCKPIT), text, audio, video, images or other content that is provided to or granted, transmitted or displayed in the DELTA-T COCKPIT by or on behalf of LICENSEE or USERS for the purpose of using the DELTA-T COCKPIT in accordance with this License Agreement.

#### 12.1.2 MASTER PROJECT MANAGER (MPM)

A USER of the DELTA-T COCKPIT with special privileges to configure the DELTA-T COCKPIT by setting up USERS and to configure the DELTA-T COCKPIT.

#### 12.1.3 DELTA-T Cockpit

The SaaS software provided by DELTA INSTITUTE as the supporting tool for AI-SUPPORTED BUSINESS AGILITY CONSULTING and for further use by LICENSEE under a License Agreement. This includes any revised software, updates, supplements, and Internet-based services of DELTA.

#### 12.1.4 DELTA INSTITUTE BUSINESS AGILITY Consultant

A consultant supporting the LICENSEE in developing competence in the DELTA-T methodology and in use of the DELTA-T Cockpit and being a certified consultant partner of DELTA.

#### 12.1.5 MPM > see MASTER PROJECT MANAGER

#### 12.1.6 USER

A USER is a person who has been assigned by the LICENSEE to use the DELTA-T COCKPIT as member of the LICENSEE eco-system. USERS may be either employees of the LICENSEE organization or having any other relationship with the LICENSEE..