



WEF License and Nondisclosure Agreement for Water Intrapreneurs for Successful Enterprises (WISE)

I. PARTIES

This AGREEMENT is between the Water Environment Federation (WEF), 601 Wythe Street, Alexandria, VA and Water Intrapreneurs for Successful Enterprises (WISE) participating subscribers, inclusive of subscriber staff and/or agents (LICENSEE), related to use of www.wef.org and posted WISE electronic content (DATA). The parties mutually agree to the terms of this LICENSE AGREEMENT.

II. DATA

The WEF WISE content where the following may be captured:

- Completed project deliverables
- Artifacts owned and shared by Utility Partners (reports, presentations, templates, etc.)
- Materials (papers, slide decks, etc.) associated with “external” events
- Materials (papers, slide decks, videos, etc.) associated with “internal” events
- Water Sector Value Model: a collection of all the business process models that were developed and shared by utilities
- Training materials
- Workspace: working drafts and work in progress, meeting agendas and notes
- Communications among participants
- Communication to external parties

herein referred to as DATA. The DATA can be accessed by the LICENSEE for the WEF WISE WEBSITE for a period of one (1) year.

III. LICENSE

A. WEF hereby grants to the LICENSEE a nontransferable and non-exclusive right to use the DATA according to the terms and conditions set forth in this LICENSE AGREEMENT. WEF as the COPYRIGHT OWNER retains the platform ownership of the DATA and all portions thereof. WEF does NOT transfer any ownership, and the LICENSEE may not reproduce, transfer or transmit in any form or by any means, the DATA or any portion thereof without the prior written consent of WEF and subscriber content owners, except as specifically authorized in this LICENSE AGREEMENT. **Content that is developed by third parties (i.e., utilities) participating on this platform and shared among other WISE subscribers retains its respective copyright. LICENSEE acknowledges the copyright of respective digital content and agrees to the terms of this license inclusive of requirements of non-disclosure in Section VIII of this agreement.**

- B. The LICENSEE is authorized to provide web access to the DATA to participating WISE organization personnel; however, access and download of DATA to 3rd party non-participants and postings to non-participating users is prohibited. The LICENSEE must ensure security procedures are undertaken that will prevent remote access by institutions or individuals that are not parties to this LICENSE AGREEMENT and who are not expressly and specifically granted access by WEF.
- C. Through this LICENSE AGREEMENT, the LICENSEE shall take all reasonable precautions to limit the usage of DATA to those specifically authorized by this LICENSE AGREEMENT.
- D. ATTRIBUTION. LICENSEE will publish the copyright and trademark notices communicated by WEF where appropriate and/or as directed by WEF.
- E. This LICENSE AGREEMENT will commence upon payment of subscription to WEF and authentication confirmation into the WISE site and will terminate 12 months from date of commencement unless renewal is confirmed.

IV. LIMITED WARRANTY AND RISKS

- A. WEF makes no representations or warranties of any kind except as set forth in Section III, Part A above, which are in lieu of any and all other warranties, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose. WEF neither assumes nor authorizes any other person to assume for WEF any other liability in connection with the licensing of the DATA under this LICENSE AGREEMENT and/or its use thereof by the LICENSEE or their users.
- B. The LICENSEE agrees to indemnify, defend and hold WEF harmless from and against any and all claims from third parties arising out of or in any way related to LICENSEE's use of the DATA.
- C. Representations and Warranties.
 - 1. Compliance with Laws. LICENSEE and WEF each covenant to conduct all of their respective activities relating to this Agreement and represent and warrant that all such activities will be conducted in accordance with any and all applicable laws.
 - 2. Additional Representations and Warranties. LICENSEE and WEF each represents and warrants to the other Party that such Party: (i) has the power and authority to enter into and perform its respective obligations under this Agreement, including have all rights necessary to make such Party's respective grant(s) to the other herein; and (ii) is under no obligation, contractual or otherwise, which might in any way interfere with its full and complete performance of this Agreement.
 - 3. **DISCLAIMER. THE DATA ARE PROVIDED TO LICENSEE "AS IS." EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, WEF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE DATA AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED.**

D. INDEMNIFICATION. In no event may the LICENSEE bring any claim or cause of action against WEF. LICENSEE shall defend and indemnify WEF, and their respective employees, officers, and directors against and hold them harmless from any and all claims, actions, liabilities, damages, losses, expenses of any nature (including, without limitation, reasonable attorneys' fees), and costs arising out of any third party claim in respect of any actual or alleged breach by such Party of express representation, warranty, or covenant made in the Agreement.

V. PRICE AND PAYMENT

A. Licensing fees, Authorized Site(s), Data and Pricing, have been agreed upon by WEF and the LICENSEE, and includes all retrospective issues of the Data. The DATA will be licensed by the LICENSEE for a period of one (1) year following the current cost structure, which may be pro-rated based on date of initial subscription:

Less than 75 employees (\$5,000 annual fee);

75 to 150 employees (\$10,000 annual fee);

and more than 150 employees (\$20,000 annual fee).

Subscriber renewal remittance is based on a fiscal year starting 01-SEP; therefore, renewal invoicing and payment remittance will additionally follow this schedule.

The LICENSEE's obligations of payment shall be to WEF or its assignee. Payments are due upon receipt of invoice(s), are nonrefundable, and will be deemed delinquent if not received within thirty days of the invoice date(s). Delinquent invoices are subject to interest charges on the maximum rate allowed by law. The LICENSEE will be liable for all costs of collection. Failure or delay in rendering payments due WEF under this Agreement will at WEF's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the Listing of Authorized Site(s), DATA and Pricing identified in this LICENSE AGREEMENT, adjustments of the contracted price will be calculated by WEF and invoiced the LICENSEE accordingly as the date of any such changes. Payment will be due upon receipt of any additional pro rate invoices and will be deemed delinquent if not received within thirty days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the DATA under this Agreement, whether or not such taxes are invoiced by WEF, will be the exclusive responsibility of the LICENSEE.

VI. TERMINATION

A. If the LICENSEE breaches any portion of the LICENSE AGREEMENT, WEF may terminate this LICENSE AGREEMENT and any licenses granted hereunder without prior notice.

B. WEF shall send notice or renewal to the LICENSEE and shall automatically renew the rights granted to the LICENSEE under this LICENSE AGREEMENT provided that the fees specified in the renewal notice have been remitted to WEF or its assignee and the pricing has been approved by WEF.

C. Upon expiration of this LICENSE AGREEMENT, unless this LICENSE AGREEMENT has been renewed and the renewal fees have been paid in full, this LICENSE AGREEMENT and any licenses granted hereunder will automatically terminate.

D. The provisions set forth in Sections III and IV of this LICENSE AGREEMENT shall survive the term of this LICENSE AGREEMENT and shall continue in force into perpetuity.

VII. GENERAL

A. WEF will not be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond their reasonable control,

including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, pandemics, strikes or labor shortages, transportation facilities shortages or failures of equipment.

- B. This LICENSE AGREEMENT and the license granted herein may not be assigned by the LICENSEE to any third parties.
- C. If any term or condition of this LICENSE AGREEMENT is found by a court or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect.
- D. If the LICENSEE uses purchase orders in conjunction with this LICENSE AGREEMENT, then the LICENSEE agrees that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the WEF LICENSE AGREEMENT FOR DATA LICENSING are made part of this purchase order and are in lieu of all contrary terms and conditions, express or implied, in this purchase order, including any renewals hereof."
- E. This LICENSE AGREEMENT represents the entire AGREEMENT and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no representations, warranties, promises, covenants or undertakings, except as described herein.

VIII. NONDISCLOSURE

- A. It is understood and agreed to that WEF and the LICENSEE would like to exchange certain information that may be considered confidential, as the total DATA content represents collected WEF owned work. To ensure the protection of such DATA and in consideration of the agreement to exchange said information, the parties hereto agree as follows:
 - 1. This Agreement applies to all staff and/or agents of the LICENSEE.
 - 2. To the extent permitted by law, the LICENSEE shall protect the disclosed DATA by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the DATA as the LICENSEE uses to protect its own confidential information of a like nature.
 - 3. The LICENSEE shall have a duty to protect all DATA, which are disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure.
 - a. WEF warrants that it has the right to make the disclosures under the Agreement. The LICENSEE acquires no intellectual property rights under this Agreement.
 - b. This Agreement is made under and shall be governed by the laws of the United States.
 - c. LICENSEE agrees that at the end of the agreement it shall return all WEF data and confidential information to WEF within 30 days.

THIS AGREEMENT IS ENACTED AND ENFORCEABLE UPON THE DATE OF AGREEMENT AND ACCEPTANCE OF THE WATER INTRAPRENEURS FOR SUCCESSFUL ENTERPRISES (WISE) APPLICATION FORM SUBMISSION.