

ELEMANCE PIPER METADATA LICENSE AGREEMENT

This Elemance PIPER Metadata License Agreement (this “**Agreement**”), effective as of the Date of request submission (the “**Effective Date**”) is made by and between **Elemance, LLC**, a limited liability company formed under the laws of the State of North Carolina, USA (“**Elemance**”), and the requesting Organization (“**Licensee**”).

Background

WHEREAS Elemance is the exclusive agent for sublicensing and exclusive distributor of the Licensed Model (as defined in the Existing License Agreement referred to below), pursuant to the terms and conditions of a Representation Agreement by and between the owner of the Licensed Model, Global Human Body Model Consortium, LLC (“**GHBMC**”), a Michigan limited liability company, and Elemance; and

WHEREAS, Elemance and Licensee are parties to a previously executed License Agreement, whereby Elemance has sublicensed the Licensed Model to the Licensee pursuant to the terms and conditions thereof (the “**Existing License Agreement**”); and

WHEREAS, Elemance desires to make available and license to Licensee a specific dataset for use in connection with the Licensed Model which dataset is known to the parties as the “**PIPER Metadata**” (the “**PIPER Metadata**”), pursuant to the terms and conditions set forth in this Agreement and Licensee desires to acquire such a license;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows.

Terms and Conditions

1. Grant

- 1.1 Elemance grants to Licensee a royalty-free, fully paid-up, non-exclusive, non-transferable, worldwide license, without the right to sublicense, to use the Elemance PIPER Metadata solely at Licensee’s premises for its own internal purposes (the “**License**”).
- 1.2 Licensee will only download and maintain the PIPER Metadata on the Licensee’s internally available network. Licensee may download the PIPER Metadata only after the execution of this Agreement.
- 1.5 Elemance and GHBMC reserve all rights not expressly licensed, and nothing in this Agreement will entitle Licensee to use any invention, technology or know-how of Elemance or GHBMC other than the PIPER Metadata. Licensee agrees and acknowledges that the rights granted to it pursuant to this Agreement are non-exclusive and non-transferable and that the Licensee is not being granted a license of copyright or any other intellectual property right.
- 1.6 Licensee acknowledges and agrees that neither Elemance nor GHBMC is under any obligation to provide any maintenance or support services for the PIPER Metadata pursuant to this Agreement.

1.7 Licensee shall not distribute, sublicense, lend, lease, transfer, or otherwise provide the PIPER Metadata to any third party.

2. Modifications to the PIPER Metadata

2.1 Licensee may only modify the PIPER Metadata in a manner consistent with the terms of this Agreement. In addition, any modifications to the PIPER Metadata made by Licensee (“**Modifications**”) shall not include (whether knowingly or unknowingly) any intellectual property of GHBMC. Further, Licensee will provide the PIPER Metadata (with any Modifications) to Elemance upon Elemance’s request.

2.2 Licensee grants to each of GHBMC and Elemance a non-exclusive, perpetual, irrevocable, worldwide, royalty free, fully paid-up license, with the right to sublicense, to make, have made, use, sell, offer to sell, import, improve, copy, distribute, reproduce, modify, create derivative works, perform and display all such Modifications. Licensee only reserves the right to use such Modifications for its own for its own internal purposes during the term of this Agreement.

3. Confidentiality

3.1 The PIPER Metadata shall be deemed to be “Confidential Information,” as defined in the Existing License Agreement and accordingly shall be governed by the confidentiality provisions of the Existing License Agreement.

4. Miscellaneous

4.1 Entire Agreement. This Agreement, together with the Existing License Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous oral and written agreements, proposals, negotiations, representations, commitments and other communications between the parties with respect to its subject matter.

4.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to conflicts of law rules, and the parties agree to submit to the jurisdiction of the courts located therein.

4.3 Amendments. This Agreement may not be discharged, amended, or renewed except by a writing signed by duly authorized representatives of both parties.

4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which together constitute one and the same instrument.

4.5 Provisions of Existing License Agreement Applicable to this Agreement. The terms and conditions of the Existing License Agreement shall remain in full force and effect. In addition, without limiting the foregoing, the provisions of the Existing License Agreement with the following headings shall apply to this Agreement as if such provisions were set forth in full in this Agreement: Confidentiality; Warranty, Non-Assertion and Indemnification; Term; Termination; Effect of Termination; Infringement; Notices; Non-Assignment; Export Control; and Miscellaneous.