

# **COPYRIGHT LICENCE AGREEMENT**

## **"CARBON CALCULATOR"**

**THIS AGREEMENT** made and is effective on and as of the acceptance of these terms (the "Effective Date")

by and between

**MISSION ZERO ACADEMY vzw**, a non-profit organization organized and existing under the laws of the Kingdom of Belgium, with its principal seat at 15 Chaussée de Vleurgat, 1050 Brussels, Belgium (hereinafter referred to as the "**Licensor**"), and

**User of the calculator** (hereinafter referred to as the "**Licensee**").

Whereas, the Licensor is the licensee of the owner of moral and economic rights to the software allowing users to calculate waste related greenhouse gas emissions and carbon footprint of municipalities or union of municipalities by utilizing public and private emission data and The Intergovernmental Panel on Climate Change (IPCC) open guidelines on methodology to establish greenhouse gas emissions and their avoidance. The software consists of pre-entered formulas enabling users to establish current emissions, target greenhouse gas emission levels, develop actions plans and calculate the impact of actions taken on overall greenhouse gas avoidance amounts. The software is accompanied by a handbook on proper and correct use of the software and entry of specific data by end users. The software and the handbook are hereinafter together referred to as the "**Carbon Calculator**" or the "**Copyright**".

Whereas, the Carbon Calculator is a copyright owned and created by **ZERO WASTE EUROPE**, a non-profit organization organized and existing under the laws of the Kingdom of the Netherlands, with its principal seat at Delftlaan 189, NL-2023LG Haarlem, the Netherlands (hereinafter referred to as the "**Owner of the Copyright**"), and the Licensor is authorised by the owner of the Copyright to grant the sublicense herein.

Whereas, the Licensee desires to use the Carbon Calculator under the conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the Licensor and the Licensee do hereby agree as follows:

### **1. RIGHTS GRANTED**

- (a) The Licensor hereby grants to the Licensee a non-exclusive, non-transferable and non-sublicensable license to use the Carbon Calculator. The Licensee

may use the Carbon Calculator on its own during the term of this Agreement or until this Agreement is sooner terminated as hereinafter set forth.

- (b) The Licensor hereby grants to the Licensee a license to any translations, modifications or updates of the Carbon Calculator. The copyright to translations, modifications, updates or other derivative works remain with the Owner of the Copyright.
- (c) Upon execution of this Agreement, the Licensor shall deliver to the Licensee the software and the password unique to the Licensee giving access to the Carbon Calculator and shall deliver guidelines and handbooks required to use the Carbon Calculator. Transfer of the Carbon Calculator and the access password over the Internet shell constitute delivery of the Copyright for the purposes of this agreement.
- (d) The Licensor will provide the Licensee support in teaching, training and informing the personnel on proper and correct use of the Carbon Calculator, including instructions on correct entry of data specific to the Licensor. The hours of complementary support will depend on the package selected. The teaching, training and informing may be conducted either by the Licensor or authorised subcontractors of the Licensor's choice, and no fee apart from the royalty agreed in Section 2 of this Agreement shall apply to this content support.
- (e) The Licensor retains the right to issue other licenses to use the Carbon Calculator, and retains the right, for itself and to grant others, the right to use the Carbon Calculator.
- (f) The Licensee shall use its best efforts to exploit the rights granted to it with the interest of reducing greenhouse gas emission levels.
- (g) The Licensor undertakes to maintain and defend the copyright to Carbon Calculator and to notify the Licensee about any amendments, limitations, obstacles or changes to the Carbon Calculator immediately upon learning of any of the circumstances affecting the status, scope and validity of this copyright.
- (h) Notwithstanding anything to the contrary contained herein, all rights not specifically granted in this Agreement to the Licensee shall be reserved and always remain with the Licensor or the Owner of the Copyright.

## **2. COPYRIGHT USE FEES**

The Licensee will pay a flat fee royalty under this agreement to the Licensor for one year of use at the time of accepting the terms and conditions of this agreement. The agreement may be extended on a yearly basis. The fees are exclusive of the Value Added Tax. The royalty fee does not apply to participants in the Zero Waste Cities Certification program.

### **3. DURATION**

This Agreement shall continue in full force and effect from the Effective Date until terminated in accordance with Section 6 of this Agreement (the “**Term**”). The agreement shall be deemed extended for a period of one year after payment of yearly renewal fee.

### **4. QUALITY CONTROL AND MAINTENANCE SUPPORT**

- (a) The Licensee shall use the Carbon Calculator in accordance with guidelines and handbook prescribing proper use of the software and formulas contained within and will enter the required data in a manner which will allow correct application of formulas and credible results of calculations. The Licensee will ensure that any users of the Carbon Calculator within its organisation or its outside consultants and contractors are informed and educated in correct use of the Carbon Calculator.
- (b) The Licensee undertakes to use the Carbon Calculator by only entering verified data on greenhouse gas emissions where available, to disclose the date entered when publicising, using or promoting results of the calculation, and to be transparent about used assumptions and data quality, current status, target goals and achieved targets at all times. The Licenser is not liable for any errors or miscalculations resulting from utilizations of incorrect entry data.
- (c) The Licensee undertakes to share the data entered into the Carbon Calculator and results of the carbon calculation based on the entered data with the Licensee and/or the Owner of the Copyright (excluding any personal data) and hereby grants the right to the Licensee and/or the Owner of the Copyright to verify, analyse, conduct research, and publish results of such analysis or research.
- (d) The Licenser reserves the right to release fixes, updates and further developments of the Carbon Calculator. Following the date of delivery of such fixes, updates and developments, in any form or through any means, the Licensee undertakes to only use the new version of the Carbon Calculator.
- (e) The Licensee will immediately inform the Licenser of any and all formula and/or program errors detected in the Carbon Calculator. The Licenser undertakes to correct such errors within forty five (45) days from the day of notification, free of charge.
- (f) The Licenser undertakes to respond to any questions regarding technical functioning and application of the Carbon Calculator set forth by the Licensee within five (5) working days from the day of notification.
- (g) The software support provisions of this section will stay in force for the entire duration of this Agreement.

## 5. TERMINATION

- (a) This Agreement may be terminated by:
- (i) Upon non settlement of annual renewal fee by renewal date;
  - (ii) The mutual agreement of the parties, in writing, at any time;
  - (iii) The Licensor upon the Licensee's breach of the terms and conditions of this Agreement after failure to remedy the breach following the expiration of a fifteen (15)-day written notice given by the Licensor to the Licensee;
  - (iv) The Licensee in the event that errors are not rectified or technical support not provided within terms stipulated in Section 5 of this Agreement;
  - (v) The Licensor in the event of bankruptcy, termination or expropriation of the Licensee;
  - (vi) If part of the Copyright becomes invalid, this Agreement will cease to have effect in relation to this part of artwork, but will stay in force in relation to the valid parts; or
  - (vii) Either party in force majeure situations, if such force majeure situation shall persist for a continuous period of twelve (12) months.
- (b) Upon termination of this Agreement:
- (i) without cause or upon expiration of the Term of this Agreement, and unless otherwise agreed between the Licensor and the Licensee, the Licensee may continue to use the Carbon Calculator until expiration of the current paid period (the "**Closing-Off Period**") during which the terms of this Agreement shall apply;
  - (ii) with cause or upon expiration of the Closing-Off Period, if applicable:
    - a. All rights and interests granted by the Licensor under this Agreement shall immediately cease and the Licensee shall immediately discontinue all uses of the Carbon Calculator;
    - b. The Licensee shall immediately destroy any and all remaining data containing Carbon Calculator program in any format and on any server and will furnish the Licensor with written certification of such destruction;
    - c. All payments payable by the Licensee to the Licensor shall become immediately due;
    - d. All materials, information, books, manuals whether in hard or electronic form, supplied by the Licensor to the Licensee under

this Agreement, shall be returned to the Lessor by the Licensee; and

- e. the Licensee shall destroy all Confidential Information in its possession or in the control of the Licensee and the Licensee will furnish the Lessor with written certification of such destruction.
- f. Notwithstanding termination or expiration of this Agreement, the confidentiality obligations survive termination or expiration.

## **6. NOTICES**

Any notice required herein shall be in writing and shall be sent by registered mail to the party designated herein to receive it at the last known registered address of that party. Any notice sent by email shall be followed by registered mail on the same or next day and shall be deemed to be received two days following its dispatch.

## **7. INTELLECTUAL PROPERTY**

- (a) The Licensee acknowledges the Owner's and the Lessor's right, title and interest in and to the Carbon Calculator and database rights deriving from the use of the Carbon Calculator, and agrees that nothing in this Agreement shall be construed to grant the Licensee any right, title or interest in the Carbon Calculator apart from the rights specifically granted with this Agreement.
- (b) Except as otherwise provided herein or in a separate written agreement between the Parties, the Licensee shall not develop, offer, use, or trade a competing greenhouse gas calculator based on the same methodology and formulas or consisting of parts of the Carbon Calculator.
- (c) The Licensee agrees that it will not, either during the Term of this Agreement or thereafter, attack or challenge in any manner or in any forum the ownership and interests in and to the Carbon Calculator.
- (d) The Licensee will not claim any title or any proprietary right to the Carbon Calculator or in any derivation, adaptation, or variation of the Carbon Calculator (or in any goodwill associated with any derivation, adaptation or variation).
- (e) The Lessor shall take whatever legal action necessary or advisable to protect the validity of the Carbon Calculator copyright. Should validity of the Carbon Calculator be contested in any way or in any Territory, the Licensee shall comply, at its own expense, with all reasonable requests for assistance in connection therewith, including but not limited to, providing testimony, exhibits, facts or similar cooperation.
- (f) The Licensee will not sell, market, develop or advertise any brand or type of products, tools, or services which are similar to the ones protected by the

Carbon Calculator or developed or used by the Licensor or the Owner in connection to these services or their performance, or that may in anyway impact or damage the Licensor's or Owner's interests or reputation, without the Licensor's prior written consent. Outside of the scope of this Agreement the Licensee will not share, disclose, utilize or market the Licensor's or the Owner's know-how, trade secrets, copyright, database rights, or other intellectual property rights without the Licensor's written consent.

- (g) The Licensee's obligations and agreements under this Section shall survive the termination or expiration of this Agreement.

## **8. INFRINGEMENT AND ENFORCEMENT**

- (a) The Licensee shall promptly notify the Licensor if it learns or becomes aware of any infringement, or potential infringement, of the Carbon Calculator, or of the existence, use or promotion of any calculator or software similar to the Carbon Calculator.
- (b) The Licensor may, but shall not be required to, take whatever legal action the Licensor, in its sole discretion, deems necessary or advisable to protect the Carbon Calculator. Should the Licensor choose to take any action with respect to the Carbon Calculator, the Licensee shall comply, at its own expense, with all reasonable requests for assistance in connection therewith, including but not limited to, providing testimony, exhibits, facts or similar cooperation. Any recovery as a result of such action shall belong solely to the Licensor.
- (c) The Licensee shall not initiate, undertake or engage in any legal action for the protection of, enforcement of, relating to or involving any of the Carbon Calculator, unless so specifically permitted or instructed by the Licensor.
- (d) The Licensee shall have no right against the Licensor or the Owner for damages or for any other remedy by reason of the Licensor's failure to prosecute an alleged act of pirating, infringement, imitation, unfair competition or dilution or the Licensor's or Owner's failure to take any other legal action related to the Carbon Calculator.
- (e) The Licensee's obligations and agreements under this Section shall survive the termination or expiration of this Agreement.

## **9. LIMITED LIABILITY AND INDEMNIFICATION**

- (a) The Licensee agrees that the Licensor shall not be liable to the Licensee, or any other related person or entity claiming any loss of profits, income, savings, or any other consequential, incidental, punitive, direct or indirect damage, whether arising in contract, tort, warranty, or otherwise. Under no circumstances shall the Licensor's aggregate liability to the Licensee, or any

other person or entity claiming through the Licensee, exceed the actual monetary amount paid by the Licensee to the Licenser for the Copyright.

- (b) The Licensee hereby agrees to indemnify and hold the Licenser harmless from and against all liabilities, damages, losses or expenses, including but not limited to reasonable attorney or other professional fees in any claim, demand, action or proceeding initiated by any third-party against the Licenser or the Owner of the Copyright, arising from any of the Licensee's acts, including without limitation, violating this or any other agreement or any applicable law.

## **10. GOVERNING LAW AND VENUE**

The parties hereby consent to the exclusive jurisdiction of the Court in Brussels, Kingdom of Belgium, and all rights and duties of the parties hereto shall be governed, controlled, interpreted and defined by and under the laws of the Kingdom of Belgium.

## **11. OTHER PROVISIONS**

- (a) This Agreement shall inure to the benefit of and be binding upon the Licenser, the Licensee and their respective permitted successors and assignees. The Licenser may transfer or assign any or all of its rights or obligations under this Agreement to any third-party meeting legal conditions, including without limitation, any Affiliated Company. The Licensee may not assign or transfer any of its rights or obligations obtained or undertaken under this Agreement without the prior written consent of the Licenser.
- (b) In the event the Licenser loses the right to the Carbon Calculator and the right to give sublicenses, the Licensee will enter into an agreement with the Owner of the Copyright under the same conditions as agreed with the last valid License agreement signed by the Licenser and the Licensee.
- (c) In the event that any one or more provisions or terms contained in this Agreement are found invalid or unenforceable, the validity or enforceability of this Agreement as a whole or of any remaining provisions or terms contained herein shall not in any way be affected or impaired.
- (d) This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement and the license granted herein shall be binding upon and ensure to the benefit of and be enforceable by the parties and their respective successors, permitted assignees, heirs, executors and personal representatives.
- (e) This Agreement may be executed either electronically or on paper. If this Agreement is executed electronically, by clicking on the "Accept" button, the Licensee warrants that it agrees to all of the terms of this Agreement, that the Licensee is authorized to enter into this Agreement, that the signatory is

legally authorised to sign this Agreement on behalf of the Licensee, and that this Agreement is legally binding upon the Licensee.