

License Agreement No.

– Professional –

Between

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hereafter named „ICI“,
and

| | |
|------------------|--------------|
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| ZIP / City | Email |
| Country | Web |

hereafter named „Licensee“.

0. Licenses

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3. Limited Warranty

ICI has made reasonable checks of the Software to confirm that it will perform during normal use on compatible equipment. However, due to the inherently complex nature of computer software, ICI does not warrant that the Software is error-free, will operate without limitation, is compatible with all equipment and software configurations, or will otherwise meet Licensee's needs. ICI warrants that for ninety (90) days from receipt of the Software, the Software shall be free of defects in materials or workmanship under normal use. If any such defect appears within such ninety (90) day period, the software may be returned for replacement without charge.

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4. All Rights Retain With ICI

Identity Compass will retain and own all rights, title and interest and any copyright in respect of all works which relate to the business of Identity Compass which arise directly or indirectly from any of the services being provided by the licensee. It is also recorded that Identity Compass owns the intellectual property in all its information security policies, programming, information management and records management policies, record retention guides, including products under development. Licensee and ICI agree on the fact that the United Nations agreement regarding agreements for international sales of goods (1980) is invalid for this entire Agreement.

5. Conditions

- a. In case the Identity Compass® System will be changed on important parts (e.g. by new thinking structures), so Licensee agrees for an additional training. Such changes will be announced by ICI early. After the announcement Licensee will participate on this additional training within six months. The price per training day for the additional training is limited to 1/3 price per training day for the Identity Compass® - Consultant licensing workshop. The ICI price list valid at the training determines the price for the training. Trainings for changes of the Identity Compass® within the first two (2) years after the Licensee's licensing workshop are free of charge. Licensee just pays his/her own travel expenses etc.
- b. For the purpose of quality assurance Licensee agrees to a re-certification every 3-5 years by a free of charge training; Licensee just pays his/her own travel expenses etc. Such trainings will be announced by ICI early.
- c. Licensee agrees to keep all information provided on the Identity Compass® and the training to the Identity Compass® - Consultant, absolutely confidential. The idea of this non-disclosure agreement is the protection of the commercial interests of ICI and the private sphere of all other participants of the training.

6. Assertion I (No Membership in Scientology)

Licensee assures,

- a. that Licensee or Licensee's enterprise does not work with the technology of L. Ron Hubbard,
 - b. that neither Licensee nor Licensee's coworkers are trained with the technology of L Ron Hubbard or visit no courses and / or seminars with the technology of L Ron Hubbard,
 - c. that Licensee rejects the technology of L Ron Hubbard for the guidance of Licensee's enterprise (for the execution of Licensee's seminars),
 - d. that Licensee indicate a future modification in this regard going around and unsolicited,
- ICI assures the same.

7. Assertion II (Application for „Win-Win Situations“ only)

Licensee declares also to use the system of the Identity Compass® with all knowledge only in an ethical and professional correct way. This excludes to use the Identity Compass® system to manipulate or to misuse the knowledge otherwise. Licensee declares expressly to use the Identity Compass® and its system exclusively for enhancing the interaction with others for creating „Win-Win Situations“ and to create more understanding between people.

ICI assures the same.

8. Termination and Penalties

This Agreement is effective for infinite time. The Agreement terminates automatically if there are less than one evaluations per year made by Licensee. A written termination is possible any time from both sides for no reason. This Agreement and Licensee’s rights to use the Software terminate automatically if Licensee violates any part of this Agreement. Paragraphs 2. and 5.c. of this Agreement will remain valid after termination of this Agreement.

Licensee agrees that upon request, Licensee will return all written or descriptive matter, including the Software, Identity Compass® descriptions, and supporting documents and material or stored information to ICI. and also will remove any stored supporting information from Licensee’s computers.

If Licensee violates any part of this Agreement (especially paragraph 2., 5.c., 6. or 7. and when payments to ICI are overdue more than two weeks) ICI may also terminate this Agreement and the license rights for important reason with immediate effect.

In case of a violation against paragraphs 2., 5.c., 6. or 7. Licensee is liable for the economical loss caused by Licensee and agrees also to a penalty of € 200.000.

9. Conclusion

This Agreement constitutes the entire Agreement between Licensee and ICI and supersedes any prior written or oral Agreement concerning the contents of the Software.

If any part of this Agreement is legally not valid, it will have no effect to the whole Agreement and those parts will be replaced by clauses, which are legally valid and are closest to the original economical aim of that part.

This Agreement can be changed only by a written document signed by ICI, this is true also for changing this written clause.

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Place, Date

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Place, Date

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Identity Compass International GmbH
H. Arne Maus

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Licensee