

## ALLPLAN AWARDS LICENSE AND RELEASE AGREEMENT

THIS IS A LEGAL AND BINDING AGREEMENT WITH THE ALLPLAN GROUP (ALLPLAN GMBH AND ITS SUBSIDIARIES). BY SIGNING AND SUBMITTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

This ALLPLAN Awards License Agreement (Agreement) is entered into between you and the ALLPLAN Group concerning your submission(s) containing computer code, parametrics, custom members, software extensions, models, artwork, audio recordings, copy, ideas, images, photography, text, video recordings, written materials, and/or other materials (collectively referred to as the 'Submission,' whether singular or plural) for the ALLPLAN Group's consideration and possible use in connection with ALLPLAN Awards Competition (Competition). For good and valuable consideration, the receipt of which you hereby acknowledge, you agree to the following:

1. You hereby grant the ALLPLAN Group the following:
  - An irrevocable, non-exclusive, royalty-free, perpetual license to use and exploit the Submission, including, without limitation, the title and each and every element of the Submission, in whole or in part, in credits, advertising, publicity, promotional and marketing materials, sales demonstrations in any and all manner and media whatsoever, throughout the world;
  - This includes the right to transfer these rights in whole or in part to third parties such as distribution partners, resellers or affiliated companies, insofar as this is necessary for the marketing, distribution or performance of the services described and agreed here; and
  - The right to use your name, voice, image, likeness, and biographical data in connection with both the Submission and the Competition, including, without limitation, in credits, advertising, publicity, promotional and marketing materials, throughout the world.
2. The ALLPLAN Group is not obligated to pay you any compensation or other additional consideration in connection with the use of all or any part of the Submission, or in connection with the use of your name, voice, image, likeness, or biographical data as provided for in this Agreement.
3. You represent and warrant as follows:
  - You have the full power and authority to enter into and perform the terms of this Agreement;
  - You are the author of the Submission and each and every element of the Submission is an
  - original work created by you;
  - You are the sole and exclusive owner of the Submission and all of the trademarks and copyrights therein;
  - No one is entitled to any compensation or payment as a condition for the use of the ALLPLAN Group and
  - exploitation of the Submission; and
  - The Submission in whole or in part (i) does not infringe upon the copyright, trademark, or other intellectual property right of any third party, and (ii) does not violate any other rights of any third party.
3. You agree to defend, indemnify, and hold harmless the ALLPLAN Group and its parents, officers, directors, employees, consultants, licensees, agents, successors, and assigns from and against any and all loss, damage, liability, claim, demand, suit, cost, and expense (including court costs and reasonable attorneys' fees) resulting from claims made against the ALLPLAN Group by third parties arising from any breach, or alleged breach, of your representations, warranties, or obligations hereunder.
4. You shall not sue, and you irrevocably, unconditionally and entirely release, waive, and forever discharge the ALLPLAN Group, its parents, subsidiaries, affiliates, directors, officers, employees, agents, representatives, successors, and assigns, jointly and individually (Releasees), from any and all manner of liabilities, claims, and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which you ever had, now have, or in the future may have against the Releasees with respect to ALLPLAN Group's use of the Submission, the Competition, and/or your decision to provide the ALLPLAN Group with your submission. Without limiting the generality of the foregoing, you specifically acknowledge that you shall not be entitled to equitable or injunctive relief, which you knowingly and voluntarily waive, and you shall not prevent or inhibit the use or exploitation of the Competition or of ALLPLAN Group's

license rights to the Submission.

6. You acknowledge that the Submission may contain concepts, ideas, materials, proposals, suggestions, and the like relating to the Competition and/or other ALLPLAN Group's initiatives (the Material). With respect to the Material, you acknowledge that:
  - The ALLPLAN Group receives numerous submissions from many parties and/or may have independently developed and/or considered similar Material, and that the ALLPLAN Group's review of the Material is not an admission of novelty, priority, or originality;
  - The ALLPLAN Group's use of any similar Material, whether based on your Submission, provided to the ALLPLAN Group by third parties, or independently developed by the ALLPLAN Group, shall be without obligation to you and shall not be actionable against the ALLPLAN Group on any bases, including but not limited to copyright and patent infringement.
7. You acknowledge that you have kept a copy of the Submission for your own use, and that the ALLPLAN Group will not return the Submission provided by you and shall have the right to retain or destroy the Submission at its sole discretion, and you hereby release the ALLPLAN Group from any claims thereto.
8. The ALLPLAN Group shall be entitled to assign or sublicense all or a portion of the rights and licenses granted herein and/or this Agreement in its entirety, without payment to you. You shall not have the right to assign this Agreement or any of your obligations herein and say such assignment is voidable by the ALLPLAN Group in its sole discretion. This Agreement is binding upon and shall insure to the benefit of the respective licensees, successors, heirs, and assigns of the parties.
9. No waiver of any provision or any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach.
10. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provisions shall be severed, and the balance of the Agreement shall continue in full force and effect.
11. You agree that the validity, interpretation, and legal effect of this Agreement shall be governed by the laws of the United States and the State of Nebraska, without giving effect to conflicts of laws principles. You consent to the exclusive jurisdiction of the federal and state courts of Nebraska in regard to any dispute arising out of this Agreement.
12. This Agreement sets forth the entire understanding between the ALLPLAN Group and you with respect to the subject matter of this Agreement.
13. The ALLPLAN Group agrees not to redistribute the model to any third party.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THE FOREGOING TERMS AND CONDITIONS AND AGREE TO ENTER INTO THIS AGREEMENT. YOU FURTHER REPRESENT AND ACKNOWLEDGE THAT YOU HAVE THE AUTHORITY TO DO SO.

**TITLE OF SUBMITTED PROJECT**

**COMPANY NAME**

**FULL NAME**

**POSITION/TITLE**

**SIGNATURE**

**DATE**