

LICENSE AGREEMENT

The National Center for Missing and Exploited Children, a District of Columbia corporation with its principal office at 699 Prince St., Alexandria, VA 22314, (“NCMEC”) and *Το Χαμόγελο του Παιδιού*, a Greek legal entity with its principal office at 1 Spyrou Loui street, 151 24 Maroussi, Athens, Greece, also operating as The Smile of the Child (“Licensee”), hereby enter into this License Agreement as set forth below (the “Agreement”).

ARTICLE I - LICENSE GRANT

- 1.1 NCMEC hereby grants to Licensee a non-exclusive, non-transferable, royalty-free, limited license to use the NetSmartz materials set forth on Schedule A (as translated pursuant to Section 1.2, the “Licensed Materials”) and the CyberTipline information set forth in Schedule B solely as set forth in this Agreement.
- 1.2 Licensee, at Licensee's cost, may create or obtain accurate Greek translations of the English materials listed in Schedules A and B and hereby grants NCMEC a perpetual, non-exclusive, transferrable, royalty-free, license to use such translations without restriction. Licensee shall obtain NCMEC's written approval prior to distributing such translations in accordance with Article III.
- 1.3 NCMEC retains all rights, title and interest to the Licensed Materials.
- 1.4 All copyright, trademarks, and other intellectual property rights in and to the Licensed Materials and all characters and story elements thereof, and the audio-visual images thereof shall be owned exclusively by NCMEC.
- 1.5 Neither party shall receive any compensation or remuneration from the other for the rights granted pursuant to the Agreement. NCMEC and Licensee are entering into the Agreement as a result of their shared missions to help find missing children and end child sexual exploitation.

ARTICLE II - TERM

- 2.1 The term of this Agreement shall commence upon the last date of execution below and shall continue for three (3) years thereafter, open for renewal upon evaluation and written agreement of both parties
- 2.2 Either party may terminate this Agreement upon thirty (30) days’ written notice. At the time of termination, Licensee shall delete all Licensed Materials from its online and social media platforms and shall otherwise cease using the Licensed Materials.

ARTICLE III - USE AND DISTRIBUTION

- 3.1 Licensee may use and distribute the Licensed Materials solely in accordance with this Agreement. The Licensed Materials may be displayed on Licensee's websites available at <http://www.hamogelo.gr/>, provided the Licensed Materials are not

altered in any way (except translations as set forth in Section 1.2) and provided the material is at all times attributed exclusively to NCMEC. Licensee may only distribute the Licensed Materials at no charge to recipients and without any unreasonable restrictions. In using the Licensed Materials, Licensee shall work to ensure that any reports relating to missing or sexually exploited children are made to and handled by the appropriate foreign law enforcement or other appropriately designated agency. Licensee shall be responsible for all costs and expenses associated with such distribution, and Licensee shall not accept any remuneration in connection with the Licensed Materials.

- 3.2 Other than as specified in Section 3.1, NCMEC shall retain exclusive control of marketing, promotion, publicity, advertising and distribution of the Licensed Materials. If Licensee intends to market, promote, publicize, advertise, or distribute the Licensed Materials, NCMEC's written approval must be obtained in advance.

ARTICLE IV - GENERAL PROVISIONS

- 4.1 Licensee hereby releases NCMEC and any persons acting on behalf of NCMEC from any claims arising from Licensee's activities pursuant to this Agreement. This provision shall survive the termination or expiration of this Agreement.
- 4.2 By virtue of this Agreement, the parties may gain access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to information clearly identified as confidential or information that a party should reasonably conclude is confidential. A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. The parties agree to hold each other's confidential information in confidence for three (3) years from the date of disclosure and to disclose confidential information only to those employees who are required to access it in furtherance of this Agreement and who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms of this agreement in any legal proceeding arising from or relating to this Agreement.
- 4.3 Licensee may not assign its rights or obligations under this Agreement without the consent of NCMEC.
- 4.4 Any claim or controversy arising out of or relating to this Agreement shall be settled in accordance with the laws of the Commonwealth of Virginia in the courts thereof, Licensee hereby submitting to the personal jurisdiction of such courts.

- 4.5 No waiver by either party hereto of any breach of this Agreement shall be deemed a waiver of any preceding or succeeding breach or any other provision hereof. The non exercise of any right granted to either party hereunder shall not operate as a waiver.
- 4.6 If there is any conflict between a provision of this Agreement and any material statute, law or ordinance contrary to which the parties have no legal right to act, the latter shall prevail, but in such event the conflicting provision of this Agreement shall be limited only to the extent necessary to bring within the legal requirements.
- 4.7 The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.
- 4.8 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any prior correspondence, agreements, understandings and representations with respect thereto.
- 4.9 This Agreement may not be modified or amended unless in a writing signed by both parties.
- 4.10 Nothing contained herein shall authorize either party to bind the other to any contract, commitment, agreement, purchase, guarantee, or other undertaking. This Agreement shall not be construed as creating any agency, partnership, joint venture, or employer/employee relationship between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement as set forth below:

THE NATIONAL CENTER FOR MISSING AND EXPLOITED CHILDREN



Gavin Portnoy
Vice President, Strategic Advancement & Partnerships

January 30, 2019

TO XAMOΓEΛO TOY ΠAIΔIOY (THE SMILE OF THE CHILD)



January 28, 2019

Costas Yannopoulos
President of the Board of Directors

Schedule A

Video Series – NSTeens

<http://www.nsteens.org/videos>

Each video includes activity cards designed for classroom use.

- Attitude Overdrive
- Mike-Tosis
- Post-to-be-Private
- Profile Penalty
- Terrible tEXt
- Friends or fake?
- Teens Talk Back Videos

Video Series – Real-Life Stories

<http://www.nsteens.org/TeachingMaterials?tab=RealLifeStories>

Each video includes activity cards designed for classroom use.

- Amy's Choice
- Broken Friendship
- You Can't Take It Back
- Julie's Journey
- Survivor Diaries
- Are you sure who you're talking to online?
- Photo Fate (<https://www.netsmartz.org/reallifestories/yourphotofate>)

Video Series – NetSmartzKids

<http://www.netsmartzkids.org/videos/index.htm>

Each video includes activity cards designed for classroom use.

- Clicky's Stolen Song: A Lesson in Digital Ethics
- UYN: Don't Open that File
- Internet Safety Every Day
- UYN: The Boy Who Loved IM
- UYN: Featuring Alyson Stoner
- Beat The Tricks
- Be Safer Online
- Router's Birthday Surprise
- Tell a Trusted Adult
- Way 2 Go
- UYN: The Password Rap

- Kids PSA: Be Safer Online
- Know the Rules
- UYN: The NetSmartz Chat Abbreviation
- Bad Netiquette Stinks
- It's ok to tell

Tip Sheets

(<http://www.netsmartz.org/tipsheets/index.htm>)

- A Parent's Guide to Social Networking
- Cyberbullying Unplugged
- Cybersecurity Made Clear
- Got NetSmartz? Tips for Teens
- NetSmartz Gaming
- Protecting Your Kids Online
- Tips to Prevent Sexting
- Your Guide to Social Networking
- Your NetSmartz Tips for Tweens
- Protecting Children Online 2.0

(https://cdn.netsmartz.org/tipsheets/Protecting_Your_Kids_Online_2_0_EN.pdf)

Other Print Materials

- NetSmartz Resource Manual
- NetSmartzKids Poster
- NetSmartzKids Scribblez Activity Book
- Safety Pledges
- NetSmartz Student Project Kit
- Using NetSmartz with Special Needs Children

Materials not listed above, whether now existing or created in the future, may be made a part of the Licensed Materials only upon a subsequent writing signed by the parties expressly identifying such materials for inclusion within the Agreement. For the avoidance of doubt, no NetSmartz games are included in the above list, and no such games shall be included in the Licensed Materials.

Schedule B

1. Content appearing and available in the “Report to CyberTipline,” “Overview” “What Happens to Information in a CyberTip” and “Is Your Image Out There?” sections of <http://www.CyberTipline.org>.
2. The report form and associated content appearing at the CyberTipline “Make a Report” section, <https://report.cybertip.org/>.