



Sample License Agreement for Digital Rights

Rights

LearnSure, Inc. grants XXXXXXXXXXXXXXXXXXXX located at XXXXXXXXXXXX XXXXXXXXXXXX (Licensee) a limited non-exclusive license to digitize the Programs on Schedule A (the Programs) and provide the content to enrolled students via a secure, password protected server, whether through a course management system (CMS) such as Blackboard Learn™, Moodle™ or other similar course management system or a protected library server (PLS), such that only current students and faculty are provided secure password access.

LearnSure, Inc. will provide licensee copies of the Programs in an unprotected form to facilitate the digitization and/or transfer the content of the Programs to the Licensee's CMS or PLS environment. It will be the sole responsibility of the Licensee to use whatever utilities and/or tools that are necessary to digitize and/or transfer the Program's content to run in their CMS or PLS environment and that no technical support will be provided to Licensee by LearnSure, Inc. to support these tasks.

LearnSure, Inc. grants to Licensee the right to create one (1) archive copy of the unprotected Programs listed on Schedule A.

The rights apply to one campus or location only and are limited to one server.

Licensee shall not combine different Programs to create a derivative work or new product.®

Term & Termination

This Agreement shall begin effective. Upon termination or expiration of this Agreement, Licensee agrees to promptly erase from its CMS or PLS environment any working copies, backup copies, and archive copies of the Programs covered under this License, and to destroy any physical (DVDs and/or CDRs) digital copies of the Programs.

Payment

Payment for License will be made in accordance with the terms set forth below in Schedule A. The License is non-transferable, non-returnable and the License Fee is non-refundable. The Programs for which these Digital Rights are licensed may not be returned, refunded, exchanged or re-sold.

Warranties

LearnSure, Inc. warrants that it possesses the necessary rights to the Programs to enter into this Agreement and further warrants that the Programs, and Licensee's usage as allowed above, do not, and will not, infringe any statutory or common-law copyright or other intellectual property right of any third party.



Licensee will indemnify and hold LearnSure, Inc. harmless from and against any and all claims, losses, damages, costs, and expense (including reasonable attorney's fees) arising out of any material breach of any representation or warranty made by Licensee hereunder.

Successors & Assigns

This Agreement shall be binding upon and shall inure to the benefit of the respective successors of the parties hereto.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts entered into, executed, and to be performed in such state, and the venue for any action with respect hereto shall be the State of Illinois. Each of the parties hereto consents to the jurisdiction of the courts of the State of Illinois and agrees not to bring any action in regard of this Agreement or the transactions hereunder in any other jurisdiction.

Modification

This Agreement may be amended or extended by the written mutual agreement of the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be executed by its duly authorized officer:

LEARNSURE, INC.

Signature of Authorized Representative

Date: _____

LICENSEE

Signature of Authorized Representative

Date: _____

Print Name

License Term: 9/19/12 to 9/19/15

Title

Institution



Schedule A

<u>Programs</u>	<u>Term</u>	<u>Initial License Fee*</u>
<i>The Literacy Coaching Series</i>	9/19/12 to 9/19/15	\$000.00

<u>Breakdown</u>	<u>Cost</u>
DVD/CDR + Digital Rights LCS for 3 yrs	\$000.00
Shipping	00.00
GRAND TOTAL	\$000.00

*At the end of the term of this license the Licensee has the option to renew the digital rights for the Literacy Coaching Series at a rate of \$000.00 for a 3 (three) years under a new license agreement with LearnSure, Inc.

Unique Serial Numbers for Program:

E999991 DVD1
E999992 DVD2
E999993 CDR1

