

# SITE LICENSE AGREEMENT

This Agreement ("Agreement") is effective this \_\_\_\_ day of \_\_\_\_\_ ("Effective Date") by and between Firelight Books, 11650 CR 4215, Tyler, TX 75706 (hereinafter referred to as "Licensor"), and

\_\_\_\_\_  
(School Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Second Phone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(First Contact Person/Title)

\_\_\_\_\_  
(Email Address/Phone Number)

\_\_\_\_\_  
(Second Contact Person/Title)

\_\_\_\_\_  
(Email Address/Phone Number)

(hereinafter "Licensee").

Whereas Licensor has developed, owns and is marketing certain textbooks and resource materials pertaining thereto (collectively, the "EduREALM Math Series Curriculum") for educational services, namely, student instruction.

Whereas, Licensee wishes to use the EduREALM Math Series Curriculum in connection with its educational teaching services.

Now, Therefore, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. Definitions:

1.1 "School Site" shall mean a school district or facility, which is owned and/or operated by Licensee and is clearly identifiable by name and which is under the direction of a superintendent, headmaster, or manager.

1.2 "Employee" means any person who has teaching or administrative duties at the School Site, is paid for those services, and spends more than fifty percent (50%) of the working day at the school site.

1.3 "Associate" shall mean any person associated with the School Site who is not an Employee. Associates include students, parent volunteers, and School Site district officials.

1.4 "EduREALM Math Series Curriculum" shall mean the specific curriculum (textbook and teacher resource materials) as identified in Exhibit A, attached hereto and incorporated herein by this reference.

2. Licensors do hereby grant to Licensee, under the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-bearing worldwide license to use, reproduce, distribute, and display the EduREALM Math Series Curriculum in connection with Licensee's rendering of educational teaching services to students. Licensee expressly acknowledges that the license under this Agreement does NOT include the right of sale.

3. Licensee agrees to use, reproduce, distribute and display the EduREALM Math Series Curriculum only at a School Site. It is further agreed that Licensee is permitted to install the EduREALM Math Series Curriculum on any computer located at a School.

4. Licensee expressly agrees that it will not: reverse engineer, decompile, or disassemble the EduREALM Math Series Curriculum; place the EduREALM Math Series Curriculum on a network, Web site, or electronic bulletin board that is not primarily designated for the School Site; distribute the EduREALM Math Series Curriculum to any person who is not employed at the School Site; or use the EduREALM Math Series Curriculum for any commercial activity, including private tutoring, which is not related to the Employer's official duties at the School Site.

5. It is acknowledged that Licensors own the EduREALM Math Series Curriculum. Licensee acknowledges that the copyright and title to the EduREALM Math Series Curriculum and all trademarks or service marks relating thereto remain with Licensors. Licensee shall have no right, title or interest in the EduREALM Math Series Curriculum except as expressly set forth in this Agreement.

6. Licensors do hereby grant to Licensee a non-exclusive, worldwide license to use, reproduce and display Licensors' EduREALM trademark ("Trademark") in connection with use of the EduREALM Math Series Curriculum. All reference to and display of Licensors' Trademark must conform to the guidelines provided by Licensors. Licensee may not remove, obscure or modify any copyright, trademark or other protective notices contained in the EduREALM Math Series Curriculum. At no time will the EduREALM Math Series Curriculum or any portion thereof be used as "Stock Art" without the prior written permission of Licensors.

7. Licensee agrees not to assign, sublicense, transfer, pledge, lease, rent, or share any rights under this Agreement. Licensee further agrees that it will not reverse assemble, reverse compile, reverse engineer or adapt, re-package or otherwise translate the EduREALM Math Series Curriculum. Licensee may not create any derivative works based on the EduREALM Math Series Curriculum.

8. The term of this Agreement ("Term") shall commence upon the Effective Date hereof and shall continue for **one (1) year** thereafter, unless earlier terminated by either party as hereinafter provided. Any renewal of the Agreement, including the terms and conditions thereof, shall be subject to the prior written approval of both parties. Licensee agrees that upon termination or expiration of this Agreement for any reason, Licensee shall cease all use of the EduREALM Math Series Curriculum and Trademark and return to Licensors all copies of the EduREALM Math Series Curriculum. Renewal is available. Call for more information: 800-975-0054.

9. Licensors may revoke Licensee's license hereunder in the event that Licensee: violates one or more of the provisions of this Agreement; requests a refund of the license fee; the license fee payment is deemed invalid; and/or the Licensee declares bankruptcy.

10. Licensee agrees to pay to Licensors an initial nonrefundable license fee of **EIGHT HUNDRED NINETY FIVE DOLLARS (U.S.\$ 895.00)** for each license. Payment shall be in U.S. currency and shall be made on or before the Effective Date of this Agreement.

11. Upon request of Licensee, Licensee may receive from Licensors and/or create one (1) copy of the entire EduREALM Math Series Curriculum to be maintained as a backup or archival copy during the term of this Agreement or as required to exercise Licensee's rights hereunder.

12. Licensors warrants that it has the right to license the rights granted under this Agreement to use the EduREALM Math Series Curriculum, that it has obtained any and all necessary permissions from third parties to license the EduREALM Math Series Curriculum, and that use of the EduREALM Math Series Curriculum, in accordance with the terms of this Agreement, shall not infringe the copyright of any third party.

13. Licensors shall not be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the EduREALM Math Series Curriculum.

14. Licensors makes no representation or warranty, and expressly disclaims any liability with respect to the information in the EduREALM Math Series Curriculum, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

15. Except for the express warranties stated herein, the EduREALM Math Series Curriculum is provided on an "as is" basis, and Licensors disclaims any and all other warranties, conditions, or representations (express, implied, oral or written) relating to the EduREALM Math Series Curriculum or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensors makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer programs. Licensors further expressly disclaims any warranty or representation to any third party.

16. Licensors shall have sole and exclusive ownership of all right, title and interest in and to the EduREALM Math Series Curriculum and all modifications and enhancements thereof (including ownership of all trade secrets, patents, and copyrights pertaining thereto) subject only to the rights and privileges expressly granted to Licensee pursuant to this Agreement. This Agreement does not provide Licensee with title and/or ownership of the EduREALM Math Series Curriculum, but only a right of limited use. Licensee agrees to keep content free and clear of all claims, liens, and encumbrances.

17. All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) transmitted via electronic mail with a copy deposited in the mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by overnight courier, charges prepaid, with a confirming fax; and addressed as follows:

Notices to Licensors:

Firelight Books  
Attn: Michael R. Nichols C. E. O.  
11650 CR 4215  
Tyler, TX 75706  
800-975-0054  
mike@firelightbooks.com

Notices to Licensee:

\_\_\_\_\_  
(School Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Contact Person)

\_\_\_\_\_  
(Email Address)

18. Licensee acknowledges that, in the event of breach of any of the provisions contained in this Agreement, Licensor will not have an adequate remedy in money or damages. Licensor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Licensor's right to obtain injunctive relief shall not limit its right to seek further remedies.

19. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to its choice of laws provision. The parties hereby agree that the exclusive jurisdiction for all actions or claims hereunder or relating hereto shall be the state and federal courts of Tyler, TX. The parties hereby irrevocably submit themselves to the jurisdiction of such courts for such purposes and waive any objections to such jurisdiction on the basis of forum non conveniens, or otherwise.

20. If either party brings any action to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation.

21. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

22. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or as granting a franchise.

23. Licensee shall pay, and be responsible for any and all sales taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (a) the entry into this Agreement; (b) the performance of any of the provisions of this Agreement; or (c) the transfer of any property, rights or any other grant hereunder.

24. Should any court of competent jurisdiction declare any terms of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms.

25. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and fully supercedes any and all prior understandings, representations, warranties and agreements between the parties pertaining to the subject matter hereof, and may be modified only by a written agreement signed by both of the parties hereto

26. The terms of Sections 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the respective dates set forth below to become effective as of the Effective Date set forth on the first page above.

\_\_\_\_\_  
(School Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Special Education Director/Principal/Authorized Representative) (Title)

\_\_\_\_\_  
(Authorized Representative for Firelight Books)

\_\_\_\_\_  
(Date)

Exhibit A

Each SITE LICENSE KIT for the specific subject includes the following:

**MATH**

- EduREALM PreK
- EduREALM PreK Sp
- EduREALM Level A
- EduREALM Level B
- EduREALM Level C
- EduREALM Level D
- EduREALM Level E
- EduREALM Level F
- EduREALM Level G
- EduREALM Level H
- EduREALM Level I

For each Curriculum you receive:  
CD with Reproducible Rights

**Hard copy Student Book with Key**

**Hard copy Curriculum Matrixs**

**Hard copy Diagnostic Assessment Guide Form A/Form B with Curriculum Matrix (Basic: Gr. 1-5 or Advanced Gr. 5-8)**

**Hard copy Diagnostic Tests**

**Digital Student Book with Key**

**Digital Diagnostic Assessment Guide Form A/Form B with Curriculum Matrix**

**Digital Diagnostic Tests**