



## **SUBSCRIPTION and LICENSE AGREEMENT**

**THIS SUBSCRIPTION and LICENSE AGREEMENT** (“Agreement”) is entered into by and between:

- 1) i-SAFE, Inc. (“Licensor”), a non-profit corporation having its principal offices at 6189 El Camino Real, Ste. #201, Carlsbad, CA 92009 and
- 2) \_\_\_\_\_ (“Licensee”),

effective as of the date of Licensee’s Purchase Order (“Effective Date”), and sets forth the obligations of the parties and the rights and license granted by Licensor in the Licensed Products (defined below).

**WHEREAS**, Licensor is a non-profit 501(c)(3) corporation that develops and provides the licensed e-Safety products/content set forth in **Schedule A** (“Licensed Products”), which Licensor offers to provide to Licensee and which is attached to and made a part of this Agreement; and

**WHEREAS**, Licensee desires to purchase a:

- GOLD** Subscription       **SILVER** Subscription       **E-Rate** Subscription

and a license for the term of this Agreement to 1) use the Licensed Products in accordance with the terms and conditions set forth herein, and 2) distribute/disseminate the Licensed Products to entities and persons (e.g., schools, facilities, offices, libraries, educators, faculty, staff and others) within the jurisdiction and under the control of Licensee (“Participants”);

**NOW, THEREFORE**, the parties agree as follows:

### **1. License:**

1.1 **Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee accepts a limited, non-exclusive, non-transferable license solely to use Licensed Products and distribute/disseminate the Licensed Products to Participants. This license grant includes, respectively:

1.1.1 **For GOLD Subscribers:** A non-exclusive license during the term of the license 1) to access online all 260 i-SAFE curriculum lessons (*including E-Rate related curriculum*), and 2) to post the video content included on the 3 DVD set for GOLD subscribers (i.e., 8 Webcasts and 18 other videos) on Licensee’s “**SERVER**” that is used by licensed educators as part of their instructional aids for the classroom. CDs and DVDs may not otherwise be duplicated.

1.1.2 For SILVER subscribers: A non-exclusive license during the term of the license 1) to access online 193 i-SAFE curriculum lessons (*excluding E-Rate related curriculum*), and 2) to post the video content included on the DVD for SILVER subscribers (i.e., 3 Webcasts and 9 other videos) on Licensee's "**SERVER**" that is used by licensed educators as part of their instructional aids for the classroom. CDs and DVDs may not otherwise be duplicated.

1.1.3 E-Rate subscribers: A non-exclusive license during the term of the license 1) to access online 67 E-Rate related i-SAFE curriculum lessons, and 2) to post the video content included on the DVD for E-Rate subscribers (i.e., 5 Webcasts and 9 other videos) on Licensee's "**SERVER**" that is used by licensed educators as part of their instructional aids for the classroom. CDs and DVDs may not otherwise be duplicated.

1.2 Scope. In consideration of Licensee's payment of the fee(s) as set forth in **Schedule B**, which is attached to and made a part of this Agreement, Licensee agrees that the Licensed Products will be used only by the Licensee and Participants solely and exclusively in support of their own internal business and school educational and administrative functions. In order to access i-SAFE curriculum online, Participants must be listed on the **Subscription Teacher Action Table (STAT)**, which is an EXCEL document provided by Licensor and shall be bound by the terms and conditions of this Agreement. Participants may be added to the STAT from time-to-time by agreement between the parties and payment of any applicable fees. Furthermore, Licensee agrees that:

1.2.1 Licensed Products will not be shared with other entities or persons who are not Participants;

1.2.2. Licensed Products will not be duplicated for any reason except for classroom use during the term of this Agreement; and

1.2.3. Hand-outs in Licensed Products may be printed for students ONLY for classroom use during the term of this Agreement; and

1.2.4. Duplication and/or selling of Licensed Products, or any other form of unauthorized use, are against the law.

1.3. Limitation. If Licensee does not enter into (i.e., execute) a Subscription and License Agreement for a term immediately following the expiration of the Term of this Agreement, then, upon the expiration of the Term of this Agreement, the Licensee and each Participant shall permanently cease all use(s) of the Licensed Products and all copies of the Licensed Products (i.e., all copies provided by Licensor and all copies made by Licensee and by Participants) immediately shall be returned to Licensor or destroyed. Not later than 10 work days after the expiration and/or termination of this Agreement, Licensee shall certify in writing to Licensor that such use of the Licensed Products has ceased permanently and that all copies of the Licensed Products have been returned to Licensor and/or destroyed.

1.4 License Acceptance. Licensee acknowledges and agrees that Participants will be required to accept and abide by the terms of this Agreement.

2. **Subscription Fees:**

2.1 The fees for the subscription products (i.e., GOLD, SILVER, E-RATE) and licenses granted herein are set forth in **Schedule B**.

2.2 The fees and any other applicable charges/purchases shall be due and payable within thirty (30) days of Licensee’s receipt of Licensor’s invoice.

2.3 All subscription orders are subject to Licensee promptly submitting the following to Licensor: a) a Purchase Order, b) a Subscription Teacher Action Table (STAT) for online access to curriculum, and c) a signed Subscription and License Agreement (i.e., either a paper copy by mail or facsimile or email submission).

3. **Term:**

3.1 The term of this Agreement shall be one (1) year from the Effective Date (the “Term”).

3.2 The Term shall expire/terminate automatically as set forth in paragraph 3.1.


4. **Protection of Intellectual Property:**

4.1 Licensee and Participants acknowledge that all intellectual property rights in and to the Licensed Products are and shall remain vested in Licensor. Except for the limited license granted hereunder, Licensee and Participants shall not assert any right, title or interest in or to the Licensed Products. Licensee and Participants shall not disclose or make available the Licensed Products, or any portion thereof, to third parties, except as contemplated herein. In no event shall Licensee and Participants disassemble, reverse engineer, decompile, or otherwise attempt to derive or reproduce any part of the Licensed Products. Licensee and Participants shall not remove any copyright, trademark or other intellectual property rights notices from the Licensed Products, and further, Licensor’s trademarks and service marks commonly associated with the Product shall remain the sole and exclusive property of Licensor at all times.

**DATED:** \_\_\_\_\_

**i-SAFE, Inc.**

**Subscriber/Licensee**

**By:**   
Dennis R. Shaw

**By:** \_\_\_\_\_  
Signature

**Title:** Chief Operations Officer

\_\_\_\_\_  
Print Name

**Title:** \_\_\_\_\_

**Email/Phone:** \_\_\_\_\_