

Learn Bridge in A Day?® Teacher Toolkit

Licensing Agreement

This License Agreement (this "Licensing Agreement") is made effective as of _____ (the "Effective Date") between Whirlwind Bridge LLC a limited liability company formed under the laws of the State of Georgia (hereinafter the "Licensor") and _____, an individual citizen of the State/Province of _____ (hereinafter the "Licensee").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Content of Licensed Materials**

The materials that are the subject of this Agreement called *Learn Bridge in A Day?®* Teacher Toolkit shall consist of electronic information and published materials made available by Licensor. (Hereinafter referred to as the "Licensed Materials"). Licensee acknowledges that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Licensee shall not claim any right, title or interest in the Licensed Materials except as expressly set forth in this Licensing Agreement, and shall not challenge Licensor's ownership of such.

2. **Grant of License**

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the limited right to reproduce and distribute copies of the Licensed Materials solely in accordance with this Licensing Agreement for the purpose of conducting live on-site seminars in the instruction of bridge. All copies of the Instructional Materials will be obtained from Licensor. For the purposes of this Licensing Agreement, a "live onsite" seminar is taught by a Licensee in front of living people physically present at the location where the Licensee is conducting such seminar.

3. **Delivery/Access of Licensed Materials to Licensee**

Licensor will provide the Licensed Materials to the Licensee in any of the following manner:

- A. **Digital Media.** Licensed Materials may be provided to the Licensee in digital form on physical media (e.g. DVD,CD, or USB Drive).
- B. **File Transfer.** Licensed Materials may be provided to the Licensee by means of electronic transfer over the Internet.
- C. **Print Copies.** Licensed Materials may be provided to the Licensee in print.

4. **Fees and Term**

Licensee shall make payment to Licensor of \$150.00 for use of the Licensed Materials beginning on the Effective Date, and continuing for a period of one calendar year (the "Termination Date"). Licensee may extend the term of this Licensing Agreement for an additional calendar year upon receipt of an annual renewal fee of \$150.00 received on or before the Termination Date, but no earlier than three (3) months prior to the Termination Date. Licensor may change the renewal rate within its sole discretion upon notice to Licensee prior to the Termination Date.

5. **Authorized Use of Licensed Materials**

Licensee shall have the right, during the term of this Licensing Agreement to:

- A. Access, view, and otherwise make personal use of any Licensed Materials provided in digital media for the purposes of teaching live on-site seminars in connection with the *Learn Bridge in a Day?*® program;
- B. Copy and distribute only those portions of the Licensed Materials designated as “Student Manual” or “Handouts” for the limited purpose of teaching live on-site seminars in connection with the *Learn Bridge in a Day?*® program.

6. **Restrictions on Use of Licensed Materials**

- A. Unauthorized Use. Licensee shall not permit anyone else to use the Licensed Materials, and shall not print, copy, or distribute any Licensed Materials other than those explicitly permitted under Section 5 of this Licensing Agreement.
- B. Modification of Licensed Materials. Licensee shall not modify or create derivative works from the Licensed Materials without the prior written permission of Licensor.
- C. Removal of Copyright and/or Trademark Notices. Licensee shall not remove, obscure, obliterate or modify any copyright and/or trademark notices included in or on the Licensed Materials.
- D. American Contract Bridge League Championships. Licensee may not use the Licensed Materials for the purpose of conducting *Learn Bridge in A Day?*® for the American Contract Bridge League at any North American Bridge Championships.
- E. Use Limited to Teaching Live On-Site Seminars. Other than as specifically permitted in this Licensing Agreement, Licensee may not use the Licensed Materials for any purposes, including but not limited to the sale of the Licensed Materials or reproduction or distribution of the Licensed Materials in any form. Licensee shall not record or simulcast seminars through any means, including but not limited to broadcasts or webcasts, without the prior written consent of Licensor.

7. **Licensor Performance Obligations**

- A. Availability of Licensed Materials. Licensor shall make the Licensed Materials available to Licensee within ten (10) business days of the Effective Date of the license.
- B. Support. Licensor shall offer activation or installation support, including assisting with the implementation of any Licensor software. Licensor shall offer reasonable levels of continuing support to assist Licensee in the use of the Licensed Materials, including reasonable availability by email or phone for feedback, problem-solving, and/or general questions.
- C. Notification of Modifications of Licensed Materials. Licensee acknowledges that Licensor may supplement, modify, and/or remove content from the Licensed Materials at its sole discretion, and that portions of the Licensed Materials are subject to change in form and substance. Licensor shall make an effort to inform Licensee of significant changes to the Licensed Materials, and shall provide updates to the Licensed Materials at reasonable intervals.
- D. Privacy. Licensor only collects voluntarily produced personal information and may use such information to provide Licensee with services under this Licensing Agreement or to contact Licensee regarding other promotions or events. Licensor may use any information for internal business purposes, including publishing data in aggregate form. **Licensor shall not sell or rent any personal information to any third party apart from the assignment of this Licensing Agreement.** Notwithstanding the foregoing, Licensor shall disclose any information required by law, or where disclosure is reasonably necessary under the circumstances.

8. **Licensee Performance Obligations**

- A. **Notice of Copyright.** Licensee shall instruct recipients of the “Student Manual” or “Handouts” that the material is subject to copyright protection and may not be reproduced without Licensor’s written consent.
- B. **Integrity of the Seminar.** Licensee shall present the seminar in its entirety and in the order presented in the Licensed Materials. Licensee acknowledges that enrollment in a *Learn Bridge in a Day?*[®] seminar entitles students to a complete and consistent educational experience, and that failure to present the seminar in its entirety and in the order presented in the Licensed Materials may damage the goodwill associated with Licensor’s program, and would cause irreparable harm to Licensor.
- C. **Withdrawal of Licensed Materials.** Licensor reserves the right to remove content from the Licensed Materials for any reason, as determined in Licensor’s sole discretion. Licensee agrees to destroy any and all copies of any portion of the Licensed Materials upon request by Licensor.

9. **Time to Cure Breach**

Parties agree that use of the Licensed Materials exceeding the scope of this Licensing Agreement shall constitute a material breach of this Agreement. In the event that either party believes the other is in breach of any obligation under this Licensing Agreement, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) calendar days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the thirty (30) calendar day time period the non-breaching party shall have the right to terminate this Licensing Agreement, subject to Section 10, without further notice.

10. **Termination and Survival**

- A. **Cease Use.** Upon termination of this Licensing Agreement, Licensee shall immediately cease all use of the Licensed Materials and destroy any portion of the Licensed Materials still in his/her control.
- B. **Survivability.** **Parties acknowledge that this Section along with Sections 1, 11, 12, 14, 15, 16, 18, 19, 20, and 21 shall survive termination of this Licensing Agreement.**

11. **Limitations on Warranties**

Notwithstanding any other provision of this Licensing Agreement:

- A. Neither party shall be liable to the other 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 Licensed Materials.
- B. Licensor makes no representation or warranties, and expressly disclaims any liability with respect to the content of any Licensed Materials, 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.
- C. The Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor 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 program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

12. **Indemnities**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is notified in writing within seven (7) business days of any such claims. In an action to enforce any portion of this Licensing Agreement, including but not limited to enforcement of termination provisions, the prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this Licensing Agreement.

13. **Assignment and Transfer**

The license provided under this Licensing Agreement is personal to Licensee. Licensee may not assign or transfer, whether directly or indirectly, any or all of its rights or obligations under this Licensing Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed.

14. **Governing Law and Jurisdiction**

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Georgia without regard to its conflict of laws principles. This Licensing Agreement is executed within the State of Georgia. Parties hereby submit themselves to the jurisdiction of the courts of that State for the purpose of any dispute stemming from this Licensing Agreement, and agree that venue is only proper in the Northern District of Georgia, or any competent Georgia State court if jurisdiction is lacking in the federal court.

15. **Entire Agreement**

This Licensing Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

16. **Severability**

The invalidity or unenforceability of any provision of this Licensing Agreement shall not affect the validity or enforceability of any other provision of this Licensing Agreement, which shall remain in full force and effect.

17. **Amendment**

No modification or claimed waiver of any provision of this Licensing Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee. Notwithstanding the preceding, Licensor reserves the right to amend the terms of the Licensing Agreement for the next renewal term by providing notice of the changes prior to receipt of the renewal fee.

18. **Waiver of Contractual Right**

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Licensing Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Licensing Agreement.

19. **Notices**

- A. **Form.** All notices, requests, claims, demands and other communications between the parties concerning the subject matter of this Licensing Agreement shall be in writing.
- B. **Method of Notice.** All notices shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service (e.g. FedEx, UPS), (iii) by facsimile, or (iv) by electronic mail to the address of the party specified in this Licensing Agreement or such other address as either party may specify in writing, provided that if notice is given by facsimile or electronic mail, a copy shall also be sent by first class registered or certified mail, postage prepaid.
- C. **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

20. **Headings**

The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Licensing Agreement.

21. **Execution by Counterpart**

This Licensing Agreement may be executed in counterparts, and by facsimile, all of which shall be deemed to be an original and considered one and the same agreement and shall become effective when one of more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated.

LICENSOR:

LICENSEE:

BY: _____
(Signature)

BY: _____
(Signature)

Patricia Tucker

(Print Name)

Authorized Representative of
Whirlwind Bridge LLC
PO Box 80280
Atlanta, GA 30366

Date: _____

patty@whirlwindbridge.com

ACBL # (if applicable): _____

Address:

Date:

Telephone No.: _____

E-mail: _____