

Limited License Agreement

This Limited License Agreement (this “Agreement”) is entered into by and between Miami Lighthouse for The Blind and Visually Impaired, Inc (“Lighthouse”) and the undersigned licensee (“Licensee”). In consideration for Lighthouse’s license and authorization to Licensee to use the Curriculum (as defined below), as set forth herein, Licensee agrees to the following terms and conditions:

License. Lighthouse grants to Licensee, a non-exclusive license to access and use that certain educational curriculum owned, developed and copyrighted by Lighthouse, known as the Braille Music Distance Learning Course, which is designed to enable Level 2 Braille readers to learn concepts of musical notation, enabling the blind musician or vocalist to access the same or equivalent information on sheet music available to a sighted musician (the “Curriculum”); provided however, that such license is granted and shall be available to Licensee only for use for the Intended Purpose and in accordance with the terms of this Agreement.

Use Restrictions. The Curriculum shall be used solely and exclusively for the “Intended Purpose” of training or preparing Level 2 Braille readers to learn concepts of musical notation, enabling the blind musician or vocalist to access the same or equivalent information on sheet music available to a sighted musician, which use limitation applies to the Curriculum as it currently exists or as it may be amended, updated or expanded from time to time and in whichever format, including online, disk, mobile, or any other electronic formats. Licensee shall not (and shall not allow any third party to): (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the underlying software or the Curriculum by any means whatever; (ii) provide, rent, lease, lend, or use the Curriculum for timesharing with any third parties; (iii) modify, incorporate into or with other programs, or create a derivative work of any part of the Curriculum; or (iv) attempt to circumvent any user limits, or other use restrictions contained in the programs or software. For the avoidance of doubt, although the use restrictions imposed herein expressly apply to any amendment, update or expansion to the Curriculum provided or made available to Licensee, unless otherwise agreed by Lighthouse, there shall be no obligation upon Lighthouse to provide any such amendment, update or expansion to Licensee, and Licensee shall have no right to receive any such amendment, update or expansion.

Confidentiality. Licensee will keep the Confidential Information confidential and shall protect it from dissemination or disclosure to third parties. The Curriculum and all information regarding the Curriculum, including its source code, operation, methods, programming, etc., and any information provided by Lighthouse to Licensee related to the Curriculum shall constitute confidential and proprietary information of Lighthouse (the “Confidential Information”); provided, however that Confidential Information will not include information that: (a) is or becomes generally known or available by publication, commercial use or otherwise through no fault of Licensee; (b) is known and has been reduced to tangible form by Licensee at the time of disclosure and is not subject to restriction; (c) is independently developed by Licensee without use of the Confidential Information; (d) is lawfully obtained from a third party who has the right to make such disclosure; or (e) is released for publication by Lighthouse in writing.

Commercial Settings and Compensation. Licensee may not use the Curriculum for commercial purposes (including for teaching or training in a commercial setting), without Lighthouse’s prior written consent, which consent may be conditioned on separate compensation and/or documentation and may be denied in Lighthouse’s sole and absolute discretion.

Termination. Unless specifically otherwise agreed to by Lighthouse in writing, this Agreement shall commence on the date hereof and shall terminate upon written notice from either party. Upon commencement, a password will be assigned to the licensee. The password may be revoked by Lighthouse at its sole discretion. Upon revocation of the password, this Agreement shall be terminated, and Licensee will relinquish all rights hereunder and must cease using the Curriculum and return or destroy all copies (and partial copies) of the Curriculum and documentation.

Intellectual Property Right Infringement. The Curriculum shall remain the exclusive property of Lighthouse. If a claim alleging infringement of an intellectual property right arises concerning the Curriculum (including but not limited to patent, trade secret, copyright or trademark rights), Lighthouse in its sole discretion may elect to defend or settle such claim. In such event, Lighthouse may terminate this Agreement and the license hereunder upon written notice, and require the return or destroy any curriculum materials and Confidential Information.

Assignment. Assignee may not assign any part of its rights or duties hereunder without the prior written consent of Lighthouse.

Miscellaneous. This Agreement is the entire agreement between Licensee and Lighthouse with respect to the license to the Curriculum, and supersedes any previous communications or documents. Licensee acknowledges that a breach of this Agreement (including but not limited to a breach of the Confidentiality provisions and the Use Restrictions) would result in irreparable injury to Lighthouse for which money damages would not be a sufficient remedy and agrees that Lighthouse shall be entitled to seek immediate injunctive or other equitable relief to remedy or forestall any such breach or threatened beach, without the requirement of posting a bond. Remedies hereunder shall not be exclusive but cumulative with all remedies in law or equity. This Agreement is governed by the laws of the State of Florida, USA, without regard to conflict of laws rules. State and federal courts located in Miami-Dade County, Florida shall be the sole, proper and convenient forum for any actions arising out of this document. If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, or default in connection with any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate review, and post-judgment proceedings), incurred in that arbitration or legal proceeding. If any provision of this Agreement is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full force and effect. Failure to prosecute a party's rights with respect to a default hereunder will not constitute a waiver of the right to enforce rights with respect to the same or any other breach. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Any signature delivered by facsimile or by e-mail delivery of a PDF format data file, such signature shall create a valid and binding obligation of the party executing, with the same force and effect as an original.

This Agreement is dated as of: _____

Miami Lighthouse for the Blind and Visually Impaired Inc.:

Signature _____

Name/Title: _____

Licensee Name:

Licensee Signature:

Signatory Name/Title:

*****As a material inducement to Lighthouse entering into this Agreement, I represent that I have read and understand the terms of this Agreement, or if I am blind, I acknowledge that this document has been read to me in its entirety. By signing, I reflect that I agree with the terms of this Agreement.**