



**Copyright License Agreement
Terms and Conditions
WSU OC#:1164**

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The Purchaser acknowledges that WSU is the sole and exclusive owner of the Work and of all associated federal registrations and pending registration, and Purchaser shall do nothing inconsistent with such ownership. Purchaser further agrees that it will not claim ownership rights to the Work, or any derivatives, compilations, sequel or series, or related Work owned by or used by WSU. Purchaser agrees that nothing in the agreement shall give the Purchaser any right, title, or interest in the work other than the right to use the same in accordance with this agreement.

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 - (a) The term "Work", for purposes of this agreement, shall mean the digital copy of the materials described in the copyright materials found in '5511 copyright, in whole or in part, as is, delivered to Purchaser/s;
 - (b) The term "Purchaser", for purposes of this agreement shall mean any non-profit or for-profit organization;
 - (c) The term "Distribute" shall mean to make available to the public, any copies of the Work
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 - (e) The term "Purchase date" means the date the Purchaser pays for the Work
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2. WSU grants to Purchaser the non-exclusive right to the Work and the '5511 copyright owned by WSU. Purchaser acknowledges that the Work and the '5511 copyright are and will remain the property of WSU.
3. The Purchaser agrees that this Agreement grants no other rights to the Work or any copyrights except the rights expressly provided to Purchaser by WSU herein.
4. In consideration of the Copyright License Agreement granted to Purchaser by WSU, Purchaser will pay WSU a non-refundable fee of sixty U.S. Dollars (US \$ 60.00). In the

event that Purchaser wishes to obtain multiple licenses, the non-refundable fees will be additive to the value of the total non-refundable fee in the transaction.

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6. The Purchaser shall not Reproduce or Distribute the Work. In the event, that Purchaser Reproduces or Distributes the Work, this agreement will be immediately terminated. Upon termination of this agreement by operation of law or otherwise, all rights (including the rights to the work) privileges and obligations arising from this agreement shall cease to exist.
7. In the event that Purchaser Reproduces or Distributes the Work to a third party, WSU will have the right to pursue, legal action to recover any losses said action may incur.
8. The Work shall be made accessible by WSU to Purchaser within thirty (30) days of the Purchase Date.
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10. Purchaser will be granted three (3) download of the Work with the granted license. In the event that Purchaser wishes to obtain multiple licenses, the granted downloads will be additive and dependent on the number of granted licenses.
11. WSU's trademarks, logos, and service marks, are and will remain the sole property of WSU. Nothing in this Agreement confers upon Licensee any right of ownership in WSU's trademarks, logos, or service marks.
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14. Purchaser may not at any time:

Take any action that would bring the Work into public disrepute including the use of the work in any otherwise unlawful use, whether directly or in context or juxtaposition with specific subject matter; or

Make any claim or indication that WSU endorses Licensee's product or services or portray itself as an agent, servant, or employee of WSU.

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degrading language or statements; (h) Profanity; (i) Sexual acts; (j) Statements impugning WSU or other universities.

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17. Purchaser expressly agrees that its use of the Work shall be in compliance with all applicable local, state, and federal procedures, rules, and regulations, and laws.
18. Purchaser agrees to indemnify, hold harmless, and defend WSU, and their officers, employees, students, and agents, whether current or former, against any and all claims for death, illness, personal injury, and property damage, including court costs and attorney fees, arising out of the use of the Work by Purchaser.
19. Purchaser will not use the name of WSU in any advertising or publicity without its written permission.
20. This Agreement shall, in all respects, be construed in accordance with the laws of the USA, State of Washington. If any provisions of this Agreement are or shall come into conflict with the laws or regulations of any jurisdiction or any governmental entity having jurisdiction over the Purchaser or this Agreement, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this Agreement shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, the Purchaser agrees to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations.
21. WSU warrants that it has the right to grant the Copyright License Agreement hereunder.
22. This Agreement is personal to the Purchaser and shall not be assignable or otherwise transferable in whole or in part, voluntarily, involuntarily or by operation of law including any merger or consolidation, substantial change in ownership or control of a Purchaser's business, or any other means, without the prior written consent of the WSU, except Purchaser/s may, without such consent, assign this Agreement to an Affiliate or any purchaser of all or substantially all of the assets in the line of business to which this Agreement pertains. Upon assignment, the rights and obligations under this Agreement shall be binding upon and inure to the benefit of said purchaser or successor in interest. All parties to this Agreement understand and agree that WSU's rights and obligations under this Agreement may be freely assigned to a designee of WSU without further notice to Licensee. Such assignment or license shall be binding upon the undersigned parties and inure to the benefit of such assignee.
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25. Purchaser expressly agrees that the terms of this agreement will be active from the Purchase date and will be terminated on the Termination date.
26. The Parties hereto are independent contractors and are not and shall not be construed as joint ventures, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in the agreement.
27. This Agreement sets forth the entire agreement and understanding between Purchaser and WSU with respect to the subject matter hereof, superseding any and all prior agreements, understanding, negotiations and discussions. None of the terms of this agreement shall be amended.
28. By checking the "AGREE" box, the Purchaser acknowledges and agrees to be bound by these Terms and Conditions as set forth herein.

*****END*****