

BISMARCK STATE COLLEGE

LICENSE AGREEMENT FOR EDUCATIONAL SERVICES

This License Agreement is between Bismarck State College, Bismarck, North Dakota (BSC) and Licensee. Under this Agreement, BSC grants certain rights to access and use educational services and/or products (hereinafter referred to as Services) for employee training.

1. License. This Agreement grants a non-exclusive, non-transferable, limited right to Licensee and Authorized Users to use the Services as specified in this Agreement for employee training purposes only. Licensee agrees to permit access by Authorized Users only for employee training purposes and to take all reasonable steps to protect against unauthorized access. Licensee agrees not to distribute a copy or copies of the Services to any other party and to prohibit its Authorized Users from doing so. Licensee and its Authorized Users may not sublicense, rent, lease or lend the Services.

2. Authorized User. Authorized Users include Licensee, Licensee's wholly owned subsidiaries and officers and employees. An Authorized User also may include an agent of Licensee or independent contractor performing services for and under contract to Licensee that has a need to access and use the Services in connection with those services and has agreed to the terms of the Agreement.

3. License Restrictions. Licensee and Authorized Users may not do any of the following relative to the Services:

- A) Copy, modify or create derivative works
- B) Decompile, disassemble, or reverse engineer the Services in whole or in part;
- C) Defeat, disable or circumvent any protection mechanism related to the Services;
- D) Sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party any portion of the Services, or permit any party to use the Services, except as authorized by this Agreement; or
- E) Export any Services in violation of any laws or regulations, including U.S. Department of Commerce Export Administration regulations.

4. Title and Ownership. Except for the rights expressly granted above, this Agreement does not transfer any right, title, or interest in any of the Services, or any copyright, patent, trademark, trade secret or other intellectual property or proprietary right of the Services or other BSC property. BSC retains sole and exclusive title to all portions of all Services and any copies of the Services.

5. Warranty. To the maximum extent permitted by law, BSC disclaims all warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. To the maximum extent permitted by law, BSC shall not be liable for any damages of any kind, whether direct, indirect, incidental, special, exemplary, consequential or punitive, including but not limited to damages for lost data business interruption, loss of use, cost of cover, or lost profits, however arising, even if it has been advised of the possibility of such damages.

6. Confidentiality. Any proprietary or other confidential information as defined by North Dakota law and designated by a party as "confidential" is confidential and shall not be disclosed by either party to any third party without the prior written consent of the other party. Each party shall treat the other party's confidential information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which the party utilizes for its own confidential information.

7. Governing Law. This Agreement is governed by the laws of the State of North Dakota and any action commenced to enforce this Agreement must be brought in the District Court of Burleigh County, North Dakota.

8. Miscellaneous Terms. BSC shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond BSC's reasonable control. This Agreement and attachments or other documents referenced in this Agreement, if any, constitute the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this document. This Agreement may not be waived, altered, modified, supplemented, or amended, in any manner, except by written agreement signed by both parties. If any term or provision of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain that term or provision.