



This agreement is entered on the ____ day of _____, _____ (“Date”) between:

Vital Learning, LLC (“Vital Learning”), the owner of all Intellectual Property pursuant to this Agreement, with principal offices at 142 W. 12th Avenue, Denver, Colorado 80204, and

(Organization name, hereafter called “Organization”)

(Address)

and

(Vital Learning Partner name, hereafter called “Partner”)

(Address)

(Collectively, the “Parties.”)

The Organization agrees to purchase and use all Vital Learning Solutions under the following conditions. Any violation of these conditions by Organization or Partner will be subject to further action, including but not limited to: payment for damages caused by the violation and immediate termination of the relationship and return of all Vital Learning Intellectual Property to Vital Learning.

Agreement to keep confidential and not distribute Vital Learning Intellectual Property

Organization agrees that any Vital Learning Intellectual Property it receives will be kept confidential and will not be distributed, copied, or shared outside of the organization. Intellectual Property includes, but is not limited to: Vital Learning online course files and materials, participant workbook files, video files, class presentation files, source code, graphics, and content contained within the above, and associated sales and marketing materials.

Agreement to honor Vital Learning’s copyrights

Organization acknowledges that all copyrights in Vital Learning Intellectual Property is the exclusive property of Vital Learning. Organization agrees not to reproduce any Vital Learning

training materials or any portions thereof, except for pages that are explicitly marked by Vital Learning with the words “may be reproduced.” In addition to the restrictions set forth above, Organization agrees not to make, or allow its employees to make, Derivative Works (defined by U.S. Copyright Law, 17 U.S.C. §101, as amended). Organization will effectively communicate to its participants that the Vital Learning Solutions are copyright-protected and the proprietary property of Vital Learning, and that neither Organization nor its employees shall file share, copy, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) any of the Vital Learning Solutions. Organization acknowledges and agrees that it will take all commercially practicable means as technologically feasible, to prevent the Solutions from being used, copied, revised or accessed except as provided herein.

Agreement to honor course usage requirements

All Vital Learning materials (online courses, participant workbook, reinforcement tools, etc.) are for single use only. Each individual participant at Organization must have his or her own copy of the material, which is an individual license to access the Vital Learning Intellectual Property. Organization agrees that participants will purchase and use their own copy and will not share participant workbooks or online course access.

Agreement to report usage

Organization agrees to send a report of Organization participant usage of Vital Learning materials every ninety (90 days) to Partner or to Vital Learning. Usage beyond what has been purchased will be invoiced to Organization.

Agreement to deliver Vital Learning Training Solutions as Designed

Organization acknowledges that it will deliver the Vital Learning training materials as designed; using Vital Learning copyrighted material; facilitator guide, videos, online courses, and/or participant workbooks integrated with one another. Organization further agrees that it will not incorporate any portion or part of Vital Learning courses into any other program without the prior written consent of Vital Learning.

Partner Agreements

If Partner discovers that Organization is in violation of any of the above conditions, Partner will notify Vital Learning immediately and will assist to remedy the violation. Failure to do so is considered a breach of the Vital Learning Partner Agreement and Partner is subject to termination and damages.

Intellectual Property Ownership

Organization and Partner acknowledge that Vital Learning owns exclusively all proprietary rights and Intellectual Property rights in and to the Vital Learning Solutions including, but not limited to, the Works, materials and any documentation, images, animation, sound, music, and text relating to the Vital Learning Solutions. Organization shall not, or direct any third party to: (a) license, sublicense, modify, copy, reproduce, rent, loan, lease, sell, assign, distribute, commercially exploit, create derivative works based on, infringe or violate Vital Learning's Intellectual Property rights, or other rights in, the Vital Learning Solutions; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to identify, reconstruct, derive or discover the source code of any Vital Learning software; (c) remove or alter any identification or proprietary notices appearing in the Works; (d) circumvent or violate the technical restrictions of the software; (e) access the software in order to (1) build a competitive product or service, or (2) copy any ideas, features, functions or graphics of the software; (f) use the software for any

purpose other than as expressly authorized herein; or (g) take any action that would cause any part of the Works to be placed in the public domain. Any violations of the terms set forth in this provision, including any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of the Vital Learning Solutions, is expressly prohibited and will constitute a material violation of this Agreement, entitling Vital Learning to immediately terminate this Agreement and terminate Organization's access to Vital Learning Solutions, as well as seek any relevant legal action.

Breach, Termination, and Return of Intellectual Property

In the event of termination of this Agreement from material breach or sixty (60) days written notice from any Party, Organization will immediately remove all Vital Learning Intellectual Property from its systems and provide Vital Learning with written notice and confirmation of removal. This includes removing all Vital Learning online courses and other resources from Organization's LMS, terminating all Organization participant access, and deleting any Vital Learning SCORM files, source files, and all associated resources from an server or cloud application where it resides. The Parties acknowledge that the Confidentiality and Intellectual Property provisions of this Agreement shall survive termination and shall remain in effect indefinitely.

Signature Page Follows

The undersigned hereby agree to all of terms and conditions above, as of Date:

Agreed to:

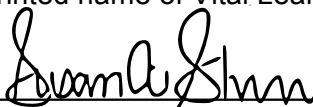
(Printed name of Organization agent) (Title)

(Signature of Organization agent) (Date)

(Contact person) (Phone)

Accepted by:

(Printed name of Vital Learning Partner) (Title)



(Signature of Vital Learning Partner) (Date)

(Partner Company Name, if Applicable)

Accepted by:

(Printed name of Vital Learning Representative) (Title)

(Signature of Vital Learning Representative) (Date)