

3050 Five Forks Trickum Rd.
Suite D447
Lilburn, GA 30047

Date: 6/9/21

P0 # _____



THE
JEREMY
ANDERSON
GROUP, LLC



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3050 Five Forks Trickum Rd., D447
Lilburn, GA 30047

AGREEMENT FOR ACCESS TO DIGITAL CONTENT

This Agreement (the “Agreement”) is made and entered into as of **July 1, 2021** DATE between the **R.A. Jones Middle School** SCHOOL NAME (“Licensee”), and The Jeremy Anderson Group, LLC (JAG, LLC) .

WHEREAS, JAG, LLC publishes various curriculum and ancillary works in print and digital format (“Works”); and

WHEREAS, Licensee desires to acquire a license from JAG, LLC to display an electronic version of each Work, as identified in Appendix A attached hereto (the “Licensed Material”), pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms and obligations set forth herein, and for other good and valuable consideration, Licensee and JAG, LLC agree as follows:

SECTION 1 GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, JAG, LLC grants to Licensee the non-transferable, non-exclusive, non-sub licensable right to display the Licensed Material, in PDF format only, solely in a Secure Network (as defined in Section 2.1) for the end use of Authorized Users (as defined below) so long as the Works from which the Licensed Material are derived are being used in courses at Licensee. Licensee may make formatting changes to ensure that the Licensed Material are viewable on a workstation. Other than formatting changes, Licensee will not modify, adapt, translate or make any changes to or derivatives of the Licensed Material without JAG, LLC prior written consent. Authorized Users may, solely in connection with their courses at Licensee, and solely for their own personal use, access and view the Licensed Material via the Secure Network. “Authorized Users” means individuals who (i) are enrolled in or teach courses at Licensee for which the Works from which the Licensed Material are derived are part of the curriculum, (ii) utilize, with respect to students, a printed Work, and (iii) to whom Licensee has issued an industry standard authentication system which ensures that each user is individually identified.

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permitted in this Agreement; alter, abridge, adapt, or modify the Licensed Material, except for formatting changes as permitted pursuant to Section 1.1. Licensee will immediately remove Licensed Material from the Secure Network if the Works to which they relate are no longer being used in any courses at Licensee. Licensee shall indemnify and hold harmless JAG, LLC from any liability or damages incurred by JAG, LLC in connection with Licensee's alteration or unauthorized use of the Licensed Material.

SECTION 2 SECURE NETWORK

2.1 Secure Network. Licensed Material can be distributed in the following ways: (i) School District Server (ii) Online Educational Services (iii) Photocopies of Journal Pages if necessary, that include one of the following protective measures (a) User/Pass login, (b) Firewall protected services (collectively, a "Secure Network").

SECTION 3 WARRANTIES

3.1 Licensee's Warranties. Licensee warrants that: (i) it has the authority to enter into this Agreement and that Licensee has the authority to perform in accordance with this Agreement; (ii) Licensee will comply with, and ensure that the Authorized Users comply with, the restrictions set forth in the Agreement with respect to the Licensed Material, including without limitation the restrictions set forth in Section 1.2 of this Agreement. Licensee's warranties will not be affected by any changes made to the Secure Network at JAG, LLC request; and it shall not use the Licensed Material in a manner or using any technology, software or hardware which infringes any third party right or interest (including without limitation any intellectual property right).

3.2 Limitation of Liability. In no event shall JAG, LLC be liable to Licensee or any other person or entity for any direct, indirect, special, consequential, incidental, exemplary or punitive damages, however cause, arising out of or in connection with the provisioning or use the licensed material regardless of the form of action, whether for breach of warranty, tort, negligence, or otherwise (including, without limitation, damages based on loss of profits, data files, or business opportunity), and whether or not the party has been advised of the possibility of such damages. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

SECTION 4 OWNERSHIP

Licensee acknowledges that all right, title, and interest in and to the Licensed Material and the Works, including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights pertaining thereto (collectively, the "JAG, LLC"), are and shall remain the sole property and proprietary information of JAG, LLC and, as applicable, its licensors. Licensee does not and will not claim any ownership or other proprietary rights in or to any JAG, LLC IP, and shall not hold itself out as having any rights therein.

SECTION 5 TERM AND TERMINATION

5.1 Term. The term of this Agreement will end at the conclusion of Licensee's on May 30, 2022. After June 5, 2022, Licensed Materials will be removed from Licensee access.

**SECTION 6
GENERAL**

6.1 Complete Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement and may not be modified, altered, or amended except in writing signed by both parties.

6.2 Governing Law. This Agreement will be exclusively governed by the laws of the State of Georgia without giving effect to the choice of law principles thereof. All disputes under this Agreement shall be governed by the Courts located in the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to sign this agreement as of the date first written above.

Licensee:

By: _____

Printed Name: _____

Title: _____

Date: _____

The Jeremy Anderson Group, LLC

By:  _____

Printed Name: **Leslie E Morgan**

Title: **Operations Account Executive**

Date: **June 9, 2021**