Instructions for LegSim High School Site License

_____

UW CoMotion Express License

To complete the license:

1. **PRINT** the attached license agreement form.

2. **COMPLETE & SIGN** the agreement.

3. **MAIL, FAX, or EMAIL** the signed agreement to us.

4. UW CoMotion will review the agreement, countersign it, or contact you. Once the Agreement below is signed by UW, the agreement will be sent back to you with an invoice.

5. Payment: Once you receive the invoice, please mail the license fee to:

   Express Licensing Program
   UW CoMotion
   4545 Roosevelt Way NE, Suite 400
   Seattle, WA 98105-4721
   Phone: (206) 543-3970
   Fax: (206) 616-3322
   Email: license@uw.edu

6. The Licensee contact you identify in the license agreement will receive an email from the LegSim Team to arrange for access for your school.

LegSim
High School Site License Agreement

This LegSim High School Site License Agreement ("Agreement") is dated and effective as of the date of last signature (the "Effective Date"), and is made between the University of Washington, a public institution of higher education and an agency of the state of Washington, acting through CoMotion ("UW") and _____ , ("Licensee").

1. Background

1.1   LegSim is a virtual simulation of a legislative assembly. Students use LegSim to organize and operate their own legislative assembly as a way to put into action their political science or social studies lessons about politics, government, legislative institutions, and political strategy.

1.2   To use LegSim, each instructor creates a separate password controlled LegSim legislative assembly which is only available to students enrolled in a particular course. Students may only participate in the LegSim web assembly with the LegSim code assigned by their instructors.

1.3   To encourage high school site adoption of LegSim, UW offers a high school site license agreement allowing LegSim to be used by multiple classes and instructors within the school.

2. Definitions

2.1   "Access" means a virtual hosting method in which multiple users are given password-controlled access to LegSim from UW's LegSim website.

2.2   "Licensing Fee" means the amounts due by Licensee under Section 4.1.

2.3   "Site" means a single school location of the Licensee as listed in Exhibit A.

2.4   "Software" means the current version of the LegSim materials found at http://www.legsim.org for which the Licensee desires to obtain a High School Site License. This includes a software key required to set-up sessions and individual registration.

2.5   "Users" mean participating instructors and students enrolled in courses offered by the Licensee under this agreement.

3. Grant

3.1   Commencing on the Effective Date, and provided that Licensee pays the full Licensing Fee and accepts the terms of this Agreement, UW hereby grants and Licensee accepts, a limited, non-exclusive, worldwide license to use, copy, publicly display or perform, and provide Access to Software for use by an unlimited number of participants at the Site. Use of the Software at locations not identified in Exhibit A will require the execution of a new high school site license.

3.2 Licensee shall not distribute, publish, sell, import or otherwise transfer or allow to be transferred the Software or copies thereof, in whole or in part, to third parties without prior written permission of UW.

4. Licensing Fee

4.1 Licensing Fee is two hundred and fifty ($250) U.S. Dollars per Site as identified in Exhibit A.

4.2 UW will issue an invoice to Licensee for the Licensing Fee payable within thirty (30) days of UW's invoice.

5. Delivery

Upon receipt of payment from Licensee, UW shall provide Licensee access to the Software within 7 days. Delivery shall be to Licensee at the e-mail listed in Licensee Contact Information.

6. Term

6.1. Provided that the Agreement is not otherwise terminated as provided below, the Term of this Agreement shall be for 12 months beginning as of the Effective Date.

6.2. The Term may be extended or renewed annually, provided UW sends Licensee an invoice and Licensee's timely payment of the Licensing Fee is received by UW.

7. Termination

7.1 Licensee may terminate this Agreement at any time upon written notice to UW.

7.2 UW may terminate this Agreement upon written notice if Licensee is in default of its payment obligations set forth herein and fails within thirty (30) days of a written demand for performance to cure such breach.

7.3 The provisions under which this Agreement may be terminated will be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.4 Termination of this Agreement will terminate all rights and licenses granted to Licensee relating to the Software.

8. Disclaimers

8.1 The Software has been developed as part of research conducted at the University of Washington and is provided as a research courtesy. The Software is experimental in nature and is available "AS IS," without obligation by UW to provide Licensee services or support except as specified in this Agreement. The entire risk as to the quality and performance of the Software is with Licensee.

8.2   UW EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, PERTAINING TO THE NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SOFTWARE PROVIDED TO LICENSEE UNDER THIS AGREEMENT.

8.3   LICENSEE AGREES THAT ONLY DIRECT OR ACTUAL DAMAGES UP TO THE AMOUNT PAID FOR THE SOFTWARE IS PROVIDED. EQUITABLE, CONSEQUENTAL, LOST PROFITS, SPECIAL, INDIRECT, AND INCIDENTAL DAMAGES AND RECOVERY ARE EXPRESSLY DISCLAIMED AND PREVENTED.

9. <u>Indemnification</u>

Licensee shall indemnify and hold harmless UW and its officers, faculty, employees, students and agents, against any and all third party claims, suits, losses, damages, costs, fees and expenses resulting from Licensee's use of the Software, including but not limited to any damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property. This indemnification clause shall survive the termination of this Agreement.

10. <u>General</u>

10.1   This Agreement will be construed in accordance with, and its performance will be governed by, the laws of the State of Washington. Any suit, action, or proceeding arising out of or relating to this Agreement shall be decided in King County, Washington, U.S.A. Licensee accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Courts. The United Nations International Conventions on the Sale of Goods (CISG) of 1980 shall not apply.

10.2   No omission or delay of either party hereto in requiring due and punctual fulfillment of the obligations of any other party hereto shall be deemed to constitute a waiver by such party of its rights to require such due and punctual fulfillment, or of any other of its remedies hereunder.

10.3   If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be in any way affected or impaired thereby.

10.4   This Agreement and the rights and benefits conferred upon the parties hereunder may not be assigned or otherwise transferred by Licensee without the prior written consent of UW.

10.5   This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof. Any amendment of these terms and conditions must be in writing and signed by both parties.

10.6   All notices, requests, and other communications that a party is required or elects to deliver will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to another address as a party may designate by notice given pursuant to this article:

If to UW: UW CoMotion
                 ATTN: Express Licensing Program
                 4545 Roosevelt Way NE, Suite 400
                 Seattle, WA 98105-4721
                 Facsimile No.: 206-685-4767
                 Email: license@uw.edu

If to Licensee: See Exhibit A

10.7   Licensee understands UW is an agency of the state of Washington and is required by Washington state law to maintain public records under RCW 42.56, et seq. If UW receives a public disclosure request for this Agreement, UW shall notify Licensee of the request.

10.8   This Agreement shall not be deemed to constitute a partnership, agency, joint venture or contract of employment between Licensee and UW.

The University of Washington and Licensee have executed this Agreement by their respective duly authorized representatives on the dates given below. This Agreement shall be effective only if fully executed in writing by UW and Licensee.

Licensee   **University of Washington**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Exhibit A

Licensee Contact and Site Information

Licensee Contact Information:

      Contact Name: _____

      Email:_____

      Phone:_____

      Mailing Address:_____

      _____

School Site:

      Institution Name:_____

      Mailing Address:_____

      _____

      (if different than Licensee Contact information above)

      School Contact Name: _____

      Email:_____

      Phone:_____

      Mailing Address:_____

      _____