

Licensing and Service Agreement Site License #CPLPS012010-____

This is a twelve (12) month licensing and service agreement entered into as this ____ day of _____, _____ (the "Effective Date") by and between Compton Learning Company, Inc., a Florida corporation, having its principal offices located at 2287 Pennsylvania Ave., Oviedo, Florida 32765 ("CLC") and _____, a sole proprietorship, corporation/partnership (circle one) located at _____, and having Federal Tax Identification number _____ ("Licensee").

Whereas, CLC is an educational product developer and technology training company providing products and services being licensed and distributed throughout the United States.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

- I. **Grant of Rights.** Subject to and in accordance with the terms hereof, CLC grant to Licensee the non-exclusive right to duplicate and use all written materials that are provided by CLC to the Licensee for the duration of this agreement for the sole use of the facility named on this agreement. This agreement does not permit duplication of products other than those mentioned above with the Computer Puppets Learning System for Elementary®. These products are provided to the facility named in this agreement and are to be used only by an approved service and product licensed facility at the sole discretion of CLC. This agreement does not give permission to reproduce any other portion of the Computer Puppets Learning System for Elementary® without written consent from Compton Learning Company, Inc. Additional puppets, tambourines, mice, mouse pads, DVD, VHS, etc. are available for purchase from Compton Learning Company, Inc. Compton Learning Company retains the right to substitute products as needed to provide quality service.
- II. **Licensee Expectations.** Licensee will be provided one (1) Computer Puppets Learning System for Elementary per facility. Employees at that facility will be provided training by a CLC Certified Trainer for a Computer Puppets Learning System for Elementary® Certification ("CPLSP"). This training will be provided after the purchase of license for product and service. This certification can be completed by onsite seminars, video presentations or online training as deemed feasible and appropriate by CLC. Weekly lesson plan guidance and support will be given to each facility as a whole and then distributed by that facility to CPLSP Licensee employees. CLC will also provide HelpDesk support for issues relating to the Computer Puppets Learning System for Elementary® and its components.
- III. **Licensors Expectations.** Licensee agrees to provide access to product and equipment to properly train employees to provide service at their school. Licensee agrees that all employees or agents will be CPLSP according to CLC standards before presenting product and materials to students. Use of products and resources will be adhered to by all those participating in presenting curriculum to students. Facility management agrees to keep CLC informed of any physical or email address changes.
- IV. **Payments for License and Service.** Each facility agrees to a new facility Licensing fee of \$249 for the first year for use of product and training and \$100 per month for service and support for 12 months. The new facility Licensing fee is due upon acceptance of this agreement and prior to delivery of product and training. First months product service and support fees are due 30 days prior to classes beginning. Annual renewal Licensee fee of \$99 for each year thereafter and continued \$100 per month product service and support fees. Renewal will automatically be billed on or about to Licensee by Licensor unless notified thirty (30) prior to renewal on the _____ of _____, _____. Each party has the right to cancel with a 30 days notice to the other party. Licensee agrees to return all products to Licensor in the event they no longer wish to include these enrichment classes at their facility.

This Licensing agreement is subject to full refund of first years registration and licensing fees if after 6 months of service this school no longer wishes to provide the product and service. On receipt of all components the school will receive within 30 days a full refund of the first years licensing fees. Monthly support fees for training and service are non-refundable.

V. Terms and Termination. THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND SHALL AUTOMATICALLY RENEW UNLESS WRITTEN NOTIFICATION IS RECEIVED THIRTY (30) DAYS PRIOR TO THE ANNUAL RENEWAL DATE OR UNLESS EARLIER TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE TO THE OTHER PARTY (THE "TERM").

VI. General Provisions

- a. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under Applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- b. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related in any manner to the subject matter hereof.
- c. Successors and Assigns. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that CLC may assign or transfer this Agreement without Licensee consent: (a) to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets; or (b) to an affiliate of CLC. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.
- d. Governing Law. This agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflict of laws.
- e. Amendment and Waiver. The provisions of this Agreement may be amended or waived only by the written agreement of CLC and the Licensor, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.
- f. Survival. The following provisions shall survive the expiration or termination of this Agreement: V

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this Effective Date.

COMPTON LEARNING COMPANY, INC. ("CLC") _____ ("Licensee")

BY: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address ("Licensor")

2287 Pennsylvania Ave.

Oviedo, Florida 32765

Office 407-359-4086

Toll Free 1-877-399-8450

Mailing Address ("Licensee")

(Area Code) Phone Number

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