

**Focal Points: Interactive Medical Laser Safety Training
NETWORK SITE LICENSE AGREEMENT**

This Agreement is made and entered into as of this ____ day of _____, 2012 by and between _____ (Licensee), having a place of business,
(Your Company Name)

located at _____ (Location of Site License), and the
(Street Address, City, State, and Zip Code)

Laser Institute of America ("LIA"), incorporated in the state of California, whose business operations are located at 13501 Ingenuity Drive, Suite 128, Orlando, Florida 32826, either or both of which shall also be hereinafter referred to as the "Party" or "Parties", respectively.

WHEREAS,

- LIA represents that it owns the exclusive rights to publish, print, duplicate, reproduce, package, distribute, sell and/or lease *Focal Points: Interactive Medical Laser Safety Training, Version 2010*, including but not limited to copyright rights; and
- Licensee desires to obtain a Network Site License to disseminate an electronic version of *Focal Points: Interactive Medical Laser Safety Training, Version 2010* ("Licensed Download"), and to utilize the electronic form on multiple computers for internal use at a single site located at its above mentioned locations (hereinafter the "Site License"); and
- LIA is willing to grant such a Site License to Licensee and Licensee is willing to accept a Site License, on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of these premises and the mutual obligations hereinafter set forth, the Parties agree as follows:

1. **Definitions:**

- (a) "Licensed Download" shall mean the lease *Focal Points: Interactive Medical Laser Safety Training, Version 2010*
- (b) "A single site" shall mean the facilities under the control of Licensee.
- (c) "To use" (per clause 2) the Licensed Download shall mean Licensee may distribute the electronic version over its intranet having multiple computers.
- (d) "Term of the License" shall mean for the life of the Licensed Download Version 2010, which ends as soon as a new version is made available to the public for sale.

2. **License:**

LIA agrees to grant and Licensee agrees to accept a nontransferable, non-exclusive and limited license, with no right to sublicense, to use the Licensed Download subject to the terms and restrictions set forth in this Agreement. Licensee's rights hereunder are those of a licensed user only and are limited as follows:

(a) **Copyright and Permitted Use.** The Licensed Download is copyrighted, and except as set forth herein, all rights therein are reserved to LIA. Licensee shall not alter the content (including adding, replacing and removing content) of Licensed Download. The Licensed Download is to be used in a format by Licensee for the use by those individuals employed by or otherwise engaged by the Licensee in research and development in furtherance of the licensee's business, including employees, contractors, subcontractors, consultants and students (termed internal use). Licensee shall not allow access to the Licensed Download by any third party. Licensee is responsible for incorporating appropriate security to assure that only authorized users can access the Licensed Download. Under no circumstances can the Licensee make the Licensed Download available on the World Wide Web.

(b) Licensee must incorporate security measures to prohibit unauthorized access when the Licensed Download is viewed electronically via the Internet and/or any other public network, and the Licensed Download shall not be made publicly available, or permitted to be published, without security on an open network without the prior written approval of LIA.

3. Term:

The term of this Agreement is for the life of the Licensed Download Version 2010 beginning on the execution date of this Agreement. The Site License does not include any prior or future versions of the Licensed Download, only the 2010 version.

4. License Fee:

Licensee agrees to pay LIA the applicable fees for the term of this license and is due upon execution of this Agreement. The Licensed Download shall be delivered upon receipt of the signed Agreement and payment. In this case, a purchase order will not be acceptable, actual payment is required.

5. Termination:

(a) This Agreement may be terminated by the parties only as follows:

- i) by written mutual agreement of Licensee and LIA;
- ii) the insolvency of or the petition by or on behalf of either Party for bankruptcy or reorganization under bankruptcy laws or any assignment for the benefit of creditors;
- iii) by either party, in the event of a material breach of this Agreement by the other party (other than a payment default), if such breach is not cured within ten (10) days after written notice of such breach; and
- iv) by LIA in the event of a failure by Licensee to make license fee payments and any such failure is not cured within thirty (30) days after written notice thereof.

(b) Upon termination of this Agreement, Licensee agrees to cease exhibition of License Download via Licensee's intranet. Upon LIA's request, Licensee shall provide to LIA an officer's certificate of removal off intranet, removal from other media, and destruction of the downloaded version.

6. Copyright Protection:

Licensee shall use its best efforts to assure that its employees/students do not engage in the unauthorized duplication, reproduction or copying of the Licensed Download. Licensee shall ensure that any extant copyright notice is visible on their intranet or other media transmission and that its employees/students are advised of the terms and conditions of use under this Agreement.

7. Indemnity:

Licensee shall indemnify LIA, their officers, directors, members and employees, and otherwise hold them harmless, against any claim, action or proceeding brought against LIA by any person resulting from or due to any action or inaction by Licensee in viewing the Licensed Download.

8. Governing Law:

This agreement will be governed by and construed in accordance with the internal laws of the state of Florida without regard to conflict of law principles.

9. Dispute Resolution:

Each party consents to the non-exclusive personal jurisdiction and venue of the state or federal courts having jurisdiction over Orlando, Florida for a resolution of disputes arising in connection with this agreement and each party waives all defenses to that jurisdiction, including the claim that such courts constitute an inconvenient forum.

10. General:

(a) Each of the Parties acknowledges that they have read this Agreement, understand it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the Parties, which supersedes and merges all prior proposals, understanding and all other agreements, oral and written, between the Parties relating to this Agreement. Licensee acknowledges that it is not relying on any warranty or representation not expressly set forth herein in entering into this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both Parties.

(b) The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms and conditions shall remain in force. Further, the term or condition, which is held to be illegal or unenforceable, shall remain in effect as far as possible and in accordance with the intention of the parties.

(c) Licensee may not transfer, except as noted in Section 2, assign, sublicense, or subcontract, without the prior written consent of LIA, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Transfers, except as noted in Section 2, assignments, sublicenses, and subcontracts in violation hereof shall be voidable at LIA's option.

11. Force Majeure.

Neither party shall be responsible for any delay or failure in performance resulting from acts entirely beyond its control.

12. Notices:

Any and all notices required to be given hereunder shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses specified below and are effective when mailed. Alternatively, a facsimile transmittal, an e-mail transmittal, an overnight messenger or courier or an "express mail" transmittal, with a confirmation shall be acceptable. Either party by like notice may specify a different address:

For LIA:

Laser Institute of America
13501 Ingenuity Drive, Suite 128
Orlando, FL 32826
Attn: Jeannette Gabay, Director of Publications
(407) 380-1553 Fax: (407) 380-5588
e-mail: cfo@laserinstitute.org

For Licensee: (Company Name and Address below)

Attn: _____

Phone: _____ Fax: _____

e-mail: _____

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative hereinafter identified.

By: _____

Date: _____

LASER INSTITUTE OF AMERICA

By: _____
Peter M. Baker, Executive Director

Date: _____

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