

COPYRIGHT LICENSING AGREEMENT



Thank you for your interest in the educational training material offered by Hunter Engineering Company. This material is designed to enhance the education process for technicians and support positions throughout the automotive industry.

The attached form is an agreement between Hunter Engineering Company known as the Licensor and an Educational facility or person known as Licensee.

Please follow these steps:

1. Enter the name of the educational facility or individual who will be using the training material in the first paragraph of page two.
2. The individual or authorized representative of the educational facility must complete the Licensee information at the bottom of page three.
3. E-mail this form to mdierker@hunter.com

A representative from Hunter Engineering Company will confirm your eligibility and return the form signed by both parties. The email will also contain the username and password needed to access the download material.

This password has a limited use period. You will be given the expiration date. Please indicate and supply the preferred method of contact.

Preferred contact method:

Name: _____

Email _____@_____

Telephone _____

COPYRIGHT LICENSING AGREEMENT

THIS COPYRIGHT LICENSING AGREEMENT (hereinafter referred to as "Agreement") is made on this _____ day of _____, (hereinafter referred to as "Effective Date"), by and between **Hunter Engineering Company, Inc.**, a Missouri corporation having a business address of 11250 Hunter Drive, Bridgton, Missouri 63044 (hereinafter referred to as "Licensor"), and _____ (hereinafter referred to as "Licensee").

In consideration of the premises herein and the mutual covenants hereinafter set forth in this Agreement, and other valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

The following terms have the meaning ascribed to them herein:

- 1.1 "Use"** shall mean any reproduction of the Works, distribution of the Works, or any public display of the Works, by Licensee of one or more of the Works as identified in Exhibit A to this Agreement.
- 1.2 "Works"** shall mean any copyrighted work identified in Exhibit A to this Agreement.

2. Grant of License

- 2.1 Non-Exclusive License Granted.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts a royalty-free, nonexclusive, revocable license to use the Works subject to the limitations herein.
- 2.2 Altering of the Works.** Notwithstanding any other term or condition within this Agreement, Licensee shall not alter the Works or make any derivative work of the Works without prior written consent of Licensor.

3. Ownership of Copyright in the Work

- 3.1 Ownership of Copyright in the Works.** The Work and any and all intellectual property rights, including, without limitation, copyright, trademark, and trade dress rights in and to the Works, are and shall be the property solely of Licensor.
- 3.2 Ownership of Copyrights in any Derivative Work.** In the event that Licensee makes any derivative work premised in any way upon the Works, the derivative work and all intellectual property rights thereto, including without limitation, copyright, trademark, and trade dress, shall be the property solely of Licensor.

4. Notice

- 4.1** All images Licensee generates of the Works shall bear an appropriate copyright notice, such notice to be in full conformance with all existing copyright laws.
- 4.2** Licensee agrees to acknowledge Hunter Engineering Company as the source of any reproduced Works in Licensee's publication, literature, or documents, preferably by inclusion of the statement "Illustration courtesy of Hunter Engineering Company" in proximity to the reproduced Work.

5. Restriction on Assignment or Sublicensing

- 5.1 Restrictions.** Licensee shall not, without the prior written consent of Licensor, assign, delegate, sublicense, pledge, or otherwise transfer this License, or any of its rights or obligations under this License, to any other party, except to a successor to substantially all of Licensee's assets and business if the successor agrees in writing to be bound by this Agreement.

6. Terms and Termination of the Agreement

- 6.1 Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue thereafter until the date of expiration of all of Licensor's intellectual property rights, including without limitation, copyrights, trademarks, or trade dress rights in and to the Works, unless terminated as hereinafter provided.

6.2 Effect of Default. In the event that Licensee shall be in default in any if its obligations under this Agreement and shall fail to remedy such fault within sixty (60) days after receipt of written notice of such fault, the Licensor shall have the option of canceling this Agreement by giving thirty (30) days written notice of termination to the Licensee.

7. Miscellaneous

7.1 Entire Agreement. This Agreement contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the date of this Agreement, and any and all prior understandings and agreements, expressed or implied, between the parties hereto are superseded hereby and this Agreement shall prevail over any and all limiting and/or conflicting terms and provisions in and/or of any current or future quote, order of any product, and/or acknowledgement of any order of any product, documents which accompany the delivery of any product including, without limitation, any other licenses or disclaimers of warranties, none of which shall be deemed to constitute an amendment or modification of this Agreement.

7.2 Severability. In the event any one or more of the provisions contained in this Agreement or any application thereof finally shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement or any application thereof shall not in any way be affected or impaired, except that, in such an event, this Agreement shall be amended in such respects as are necessary to provide the party adversely affected by such declaration with the benefit of its expectation, such expectation being evidenced by the provision(s) affected by such declaration, to the maximum extent legally permitted. The parties hereto shall negotiate the terms of such amendment in good faith but, in the event they do not reach an agreement in that regard for any reason, the court in which the aforesaid declaration is made shall have the right to effectuate such amendment or, if that is not possible, provide the party adversely affected by such declaration with another appropriate remedy.

7.3 Breach and Waiver. No waiver of any breach of this Agreement shall (a) be effective unless it is in a writing which is executed by the party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof.

7.4 Modifications and Amendments. This Agreement (including any exhibit to this Agreement) may not be modified or amended except by an instrument in writing signed by the parties hereto. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement (including any exhibit to this Agreement).

7.5 Exhibits. Each exhibit to this Agreement to which reference is made in this Agreement is hereby incorporated in this Agreement as an integral part of this Agreement. In the event of a conflict between the terms and provisions of this Agreement, absent the exhibits, and any of the terms and provisions of any of such exhibits of any amendments thereto as permitted by this Agreement, the terms of this Agreement, absent the exhibits, shall control.

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

LICENSOR:

X

Representative of Hunter Engineering

Signature

Name of Licensor

Title of Licensor

LICENSEE:

X

Authorized agent of educational institution

Signature

Name of Licensee

Title of Licensee

EXHIBIT A

The forgoing COPYRIGHT LICENSE AGREEMENT allows the Licensee to reproduce or distribute one or more of the following Works.

1. Videos, PowerPoint files and Documents contained on the Hunter Engineering Company training material download site <http://www.hunter.com/training/education/support-material>

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____
