



## eCommSports™ Kit Licensing Agreement

This Licensing Agreement (“Agreement”) by and between Genium Group, Inc., (“Genium”) a New York State corporation having its principal place of business at 1171 Riverfront Center, Amsterdam, New York 12010 and Customer.

This Agreement describes the terms and conditions under which the Customer is licensing the eCommSports™ Curriculum package (eCommSports™) from Genium.

1. **License.** Genium grants to the Customer a nonexclusive, nontransferable license to use eCommSports™ in accordance with this License. This License is not a sale. Genium retains title to eCommSports™ including all course materials developed by Genium and its affiliated Website. This License allows use of eCommSports™ only by a single “Class”. Class is defined as one Instructor, up to two assistants and no more than 25 students. Unless Customer has purchased access for additional students in which case the complete terms of this License apply to them as well.

2. **Orders and License Activation.** Customer shall agree to this license by issuing a Purchase Order, which is signed by an authorized representative, indicating the beginning and ending dates of the designated school year during which the license will actually be activated on-line and used in class. The Purchase Order or an attachment to it will also contain the complete name, e-mail address, and at-work telephone number of Instructor(s) who will participate in the designated eCommSports™ Project(s), and the number of eCommSports student passwords required. Any contingency terms or conditions that may be included on the Customer’s purchase order are not binding upon Genium. In the event the terms and conditions included on the Customer’s purchase order conflict with those of this Agreement, Customer agrees that this Agreement will prevail. Genium will confirm acceptance of the Purchase Order for an eCommSports™ license through Authorized Marketing Representative for eCommSports™, Business Education Publishing Inc, with a formal invoice sent via US First Class Mail to the bill-to address designated by the Customer.

3. **Pricing.** All prices for licenses and for additional standard services provided under this Agreement shall be at the then current list price schedule at the time of acceptance of the Purchase Order by Genium’s Authorized Marketing Representative. Any fees for custom services to be provided by Genium will first be negotiated and agreed to by Customer and Genium’s Authorized Marketing Representative and then described and included on the Purchase Order. All stated fees and prices are exclusive of any taxes, fees, duties, or other amounts, however designated. All such taxes, fees, and duties shall be paid by Customer unless Customer can present documentation acceptable to those governing authorities who levy such fees that the Customer is exempt from paying said fees. Taxes will be billed as a separate item on the invoice, when possible.

4. **Payment.** Subject to credit approval by Genium’s Authorized Marketing Representative, payment terms shall be net thirty (30) days from invoice date. Payment shall be made in US Dollars. Checks should be made payable to Business Education Publishing Inc. Any sum not paid by Customer by the due date shall bear interest in the amount of 1.5% per month (18% per year) or the maximum rate permitted by law, whichever is less.

**5. Restrictions.** This License sets forth the terms and conditions governing the use of eCommSports™. Customer may not remove any proprietary notices, labels, or marks on the Course Materials or its affiliated Website. Customer may not rent, lease or otherwise transfer eCommSports™ or any part thereof. eCommSports™ contains copyrighted material, trade secrets and other proprietary material. Customer shall not, without the prior written permission of Genium, permit anyone to, copy, decompile, reverse engineer, disassemble or otherwise reduce eCommSports™ to a human perceivable form, or to modify, network, rent, lease, loan, distribute, or create derivative works based upon eCommSports™ or any part thereof.

**6. Termination.** *Once activated this License remains in effect only until the end of the school year in which it is activated. This License includes the ability for Customer to build and publish its own eCommSports Web site. Once Customer publishes the “live” version of its eCommSports Web site, Genium will host the site until the end of the then current semester.* This License will terminate immediately without notice from Genium if Customer fails to comply with any provision of this License. Upon termination caused by customer non-compliance, Customer will no longer be provided with access to the eCommSports™ via online delivery and must return any and all hard-copy materials supplied as part of the eCommSports™ Kit package.

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**10. Controlling Law and Severability.** This License shall be governed by and construed in accordance with the laws of the United States. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this License shall continue in full force and effect.

**11. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the use of eCommSports™, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any additional or different terms or conditions proposed by Customer or contained in any purchase order are hereby rejected and shall be of no force and effect unless expressly agreed to in writing by Genium. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of Genium and Customer.