



Mesalands Community College – MindEdge Learning Letter of Agreement

1. Description/Overview

MindEdge Learning will provide a Principles of Management course for Mesalands Community College. The online course will reside on MindEdge's Learning Management System (LMS) and the course will be integrated in Mesalands Community College's Moodle LMS.

Mesalands Community College students will access the course through Moodle and will be directed to purchase the course directly for \$99 with a credit card.

2. Course(s) License

This is a license agreement and not an agreement for sale. Subject to the terms and conditions of this Agreement, MindEdge hereby grants to Mesalands Community College, for the term of this Agreement, a nonexclusive, nontransferable license to permit Students to access and use the MindEdge Principles of Management course through its Moodle system.

3. Intellectual Property and Restrictions

MindEdge's Content/Courses, and all trade secret, copyright, patent, trademark, trade name and other intellectual and proprietary rights therein, are and at all times shall remain the property of MindEdge and its licensors, or their respective successors or assignees. Mesalands Community College agrees not to alter or conceal any copyright, trademark, government restricted rights, trade name or other proprietary marking of MindEdge that may appear on the Content.

Except with respect to bona-fide students, instructors and Mesalands Community College administrators, Mesalands Community College shall not: (i) allow any non-Student to access the Content/Courses; (ii) rent, lease, sublicense, resell, or otherwise distribute the Content/Courses or any portion thereof. All rights not expressly granted herein are reserved to MindEdge.

Access to the Content will be granted for the duration of the semester in which the learner enrolls and will be available to students for as long as Mesalands Community College allows.

4. Indemnification

MindEdge shall indemnify, defend and hold Mesalands Community College harmless against all liabilities to third parties arising out of claims of such third parties that the MindEdge Course/Content infringes or misappropriates the third party's United States patent, copyright or trade secrets. MindEdge's indemnity obligation is contingent on prompt written notice of any action for which indemnity is claimed, MindEdge's complete control of the defense and settlement thereof, and reasonable cooperation of Mesalands Community College in such defense.

5. Limited Warranty

MindEdge warrants that the Content/Course will be available to students free of network outages 99 % of the time in a given month, excluding scheduled maintenance. In the event of an outage greater than this standard, MindEdge will extend student access to the course for a commensurate

located in Boston, Massachusetts for any claim, suit or action arising in any out of this Agreement or the subject matter thereof.

14. Term of the Agreement

This agreement will be in effect for one (1) year, beginning on the effective date. It shall renew automatically at the end of the Agreement Period for a successive two (2) year term, unless either party gives sixty (60) days prior written notice to the other.

Upon any other material breach or default of this Agreement by either party, the other party shall have the right to terminate this Agreement and the licenses granted hereunder effective on thirty (30) days prior written notice, provided, however, that such termination shall only become effective if the breaching party shall not have cured such material breach or default prior to the expiration of the thirty (30) day period.

16. Entire Agreement

This Agreement constitute the entire understanding of the parties with regard to the subject matter hereof, and may only be amended in writing signed by the party sought to be charged. Each party acknowledges that it has not relied on any other promise.

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| MindEdge, Inc. Signed by: _____ Sandra Slager Title: _____ Address: _____ Waltham, MA 02452 Date: _____ Digitally signed by Sandra Slager DN: cn=Sandra Slager, o=MindEdge, ou, email=sslager@minde dge.com, c=US Date: 2017.01.13 13:39:53 -05'00' | Mesalands Community College Signed by: <u>Natalie Gillard</u> Name: <u>Natalie Gillard</u> Title: <u>VP of Academic Affairs</u> Address: <u>911 S 7th Street</u> <u>Tucson, AZ 85710</u> Date: <u>1/12/2017</u> |
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