



## **PBC Paths for Progress™ Reports Team Site License Agreement**

PACKAGE INSERT COPY FOR REFERENCE ONLY

### **I. Content of Licensed Materials; Grant of License**

The materials that are the subject of this Agreement shall consist of **CO-SL-1 Team Site License: Achieving Medical and Commercial Success in Wound Repair and Regeneration, Cutaneous Healing, Vol.s I and II First ed. (2006) including all report versions and supplementary materials on CD-ROM** (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

### **II. Delivery/Access of Licensed Materials to Licensee**

Licensor will provide the Licensed Materials to the Licensee in the following manner:

{Include all that apply; delete those that do not:}

Physical Media. Copies of the Licensed Materials will be provided to the Licensee on CD-ROM for use on Licensee's network and workstations.

### **III. Fees**

Licensee shall make payment to Licensor for use of the Licensed Materials pursuant to the terms set forth in Quote, attached hereto. Pricing is a one-time fee for use by all authorized users.

### **IV. Authorized Use of Licensed Materials**

Authorized Users. "Authorized Users" are:

Persons Affiliated with Licensee. Full time students and employees (including faculty, staff) of Licensee and the institution(s) of which it is a part, regardless of the physical location of such persons.

Authorized Uses. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials.

The Licensed Materials may be used for purposes of research, education or other medical research technology development use as follows:

Digitally Copy. Licensee and Authorized Users may digitally copy a reasonable portion of the Licensed Materials.

Print Copy. Licensee and Authorized Users may print a reasonable number of copies and portions of the Licensed Materials. Licensee may also purchase a reasonable number of bound print copies from the Licensor.

Archival/Backup Copy. Upon request of Licensee, Licensee may receive from Licensor one (1) additional copy of the entire set of Licensed Materials to be maintained as a backup or archival copy during the term of this Agreement or as required to exercise Licensee's rights under Section XIII, "Perpetual License", of this Agreement.

Use of Information. Authorized Users shall be permitted to extract or use information contained in the report, reference database and presentation graphics for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis provided the origin of the material is cited.

Caching. Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate software.

Indices. Licensee may use the Licensed Materials in connection with the preparation of or access to integrated indices to the Licensed Materials, including author, article, abstract and keyword indices.

Scholarly Sharing. Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works provided the information is cited: Parenteau, NL with J. Hardin-Young *Achieving Medical and Commercial Success in Wound Repair and Regeneration, Cutaneous Healing*, First Ed. (2006) Parenteau BioConsultants, LLC, Fair Haven, VT.

## **V. Access by and Authentication of Authorized Users**

Licensee and its Authorized Users shall be granted access to the Licensed Materials pursuant to the following:

Passwords. Authorized Users shall be identified and authenticated by the use of an institutional password assigned by the Licensor. Licensee shall be responsible for issuing and terminating access, and verifying the status of Authorized Users. The Licensee may request a new password from the Licensor.

## **VI. Specific Restrictions on Use of Licensed Materials**

Unauthorized Use. Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not sell the Licensed Materials, bulk reproduce or distribute of the Licensed Materials in any form.

## **VII. Licensor Performance Obligations**

Availability of Licensed Materials. Licensor deliver the Licensed Materials to Licensee within 10 days of receipt of payment.

Support. Licensor will make its personnel available by email, phone or fax during [time period] for feedback, problem-solving, or general questions.

### **VIII. Licensee Performance Obligations**

Provision of Notice of License Terms to Authorized Users. Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.

Protection from Unauthorized Use. Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials.

Maintaining Confidentiality of Access Passwords. Where access to the Licensed Materials is controlled by use of a password, Licensee shall inform each Authorized User of the password and use reasonable efforts to ensure that Authorized Users do not divulge this password to any third party.

### **IX. Term**

This Agreement shall continue in effect without expiration - commencing on the Effective Date.

### **X. Perpetual License**

Except for termination for cause, Licensor hereby grants to Licensee a nonexclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible during the term of this Agreement. Such use shall be in accordance with the provisions of this Agreement, which provisions shall survive any termination of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

### **XI. Warranties**

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials, that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

Licensor warrants that the physical medium on which the Licensed Materials is provided to Licensee will be free from defects for a period of 90 days from delivery.

### **XII. Limitations on Warranties**

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials.

Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information.

Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, or fitness for a particular purpose.

### **XIII. Indemnities**

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

### **XIV. Assignment and Transfer**

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

### **XV. Entire Agreement**

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

### **XVI. Amendment**

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.