

LICENSE AGREEMENT

1. LICENSE GRANT.

a. Upon payment, Lone Star Learning, Ltd. grants the buyer (hereinafter “administrator”) of TEKSas Target Practice a license to use TEKSas Target Practice and its accompanying administrator account (hereinafter “Program Interface”) on school computers, and computers owned, operated and within the immediate control of the administrator’s faculty and staff according to the number of licenses purchased.

2. PRODUCT LICENSE DISTRIBUTION.

a. The administrator represents to Lone Star Learning, Ltd. that the Initial Number of Product Licenses indicated on the Lone Star Learning Digital License Form is the total number of licenses to be assigned to employee’s of the administrator as of the Effective Date of this license.

3. PRODUCT UPDATES OR CHANGES.

a. Lone Star Learning, Ltd. reserves the right to make changes or updates to TEKSas Target Practice without prior notification to the administrator or any end-users under the administrator.

4. PROGRAM INTERFACE REPLACEMENT.

a. User will restrict access to the Program Interface by anyone who is not authorized to use the Program Interface. Those not authorized include other persons who do not have a license to use the Program or who have licenses for other Lone Star Learning Digital Products.

b. In the event Lone Star Learning, Ltd. deems that the Program Interface is not being used as authorized by this license, Lone Star Learning, Ltd. at its sole option may deactivate the Program Interface and provide the administrator with a replacement administrator license key.

5. TERMINATION.

a. In the event of a material breach of any provision of this license, which breach is not cured thirty (30) days after written notice thereof by the non-breaching party, the non-breaching party may immediately terminate this license. If Lone Star Learning, Ltd. is the non-breaching party, Lone Star Learning, Ltd. at its sole option, may deactivate the Program Interface.

6. PROTECTION OF THE PROGRAM INTERFACE.

a. Proprietary Notices.

The administrator agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Program Interface, TEKSas Target Practice program, or any reproducible provided therein.

b. No Reverse Engineering.

The administrator and company agrees not to modify, reverse engineer, disassemble, or decompile the Program Interface, or any portion thereof.

c. Ownership.

The administrator further acknowledges that all copies of the Program Interface in any form provided by Lone Star Learning, Ltd. are the sole property of Lone Star Learning, Ltd. The administrator shall not have any right, title, or interest to any such Program Interface thereof except as provided in this license, and shall take no action regarding the Program Interface inconsistent with maintenance of Lone Star Learning, Ltd.’s proprietary right therein.

7. REPRODUCTION AND COPYRIGHTS.

a. The administrator acknowledges that the Program Interface is protected under the Copyright Act of 1976 (17 U.S.C. § 101 et seq. as amended) and other international conventions. Except as herein specifically provided, the administrator may not copy or otherwise reproduce any part of the Program Interface without the prior written consent of Lone Star Learning, Ltd.

b. Permission to make classroom copies of the Reproducible Student Resources, is granted to the administrator and any end-users

for which the administrator has given license. The purchase of this material entitles the buyer to reproduce the Reproducible Student Resources as noted above for one classroom only per year per license—not for commercial resale. The administrator is allowed to license use of the Program Interface for one teacher’s classroom per license purchased. Use of the Program Interface outside of the School indicated on the Lone Star Learning Digital License Form is not permitted. No other part of this publication may be reproduced or transmitted in any form by any means, electronic or mechanical, including photocopy, recording, screen capture, or any information storage or retrieval system, without permission in writing from Lone Star Learning, Ltd. Any modification made to this Product by you or any other tool developed in the course of use or in further use of the Program Interface will become the sole property of Lone Star Learning, Ltd. All modifications or tools developed as a result of the Program Interface shall be subject to the review, inspection and approval by Lone Star Learning, Ltd. You will be responsible for any malfunction, conflict, damage, or delay caused by any modifications or tools used by the administrator or any end-users under the administrator.

8. DISCLAIMER OF WARRANTIES.

LONE STAR LEARNING, LTD. DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE PROGRAM INTERFACE WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LONE STAR LEARNING, LTD. THERE ARE NO OTHER WARRANTIES RESPECTING THE PROGRAM INTERFACE OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF LONE STAR LEARNING, LTD. HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF LONE STAR LEARNING, LTD. IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LONE STAR LEARNING, LTD. AS SET FORTH HEREIN.

9. LIMITATION OF LIABILITY.

THE ADMINISTRATOR ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH LONE STAR LEARNING, LTD. IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY LONE STAR LEARNING, LTD. OF THE RISK OF THE ADMINISTRATOR’S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE ADMINISTRATOR’S USE OR DISTRIBUTION OF PROGRAM INTERFACE. ACCORDINGLY, THE ADMINISTRATOR AGREES THAT LONE STAR LEARNING, LTD. SHALL NOT BE RESPONSIBLE TO THE ADMINISTRATOR FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE PROGRAM INTERFACE.

10. HEADINGS.

Headings and sub-headings are for convenience only and shall not be deemed to be a part of these Terms and Conditions.