

iSpring Content Library and Online Courses Library End User License Agreement

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“**Affiliate**” means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with the subject entity; “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

“**Client Devices**” means computers, workstations, personal digital assistants, hand-held devices, or other electronic devices for which the Products were designed.

“**Content Library**” means a digital library owned and operated by Licensor, with a focused collection of digital objects, provided as part of Licensor’s Software on the terms and conditions of this Agreement.

“**Product Components**” means a collection of digital objects, including but not limited to the following components: images, templates, icons and backgrounds (the “**Content Library Components**”) and a collection of digital online courses (the “**Online Courses Components**”).

“**Products**” means Content Library and Online Courses Library.

“**Documentation**” means the user documentation and associated materials or files related to the Products and provided in written, “online” or electronic form.

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“Online Courses Library” means a digital online courses library owned and operated by Licensor, with a focused collection of online courses for use in iSpring Learn learning management system (LMS) or other LMS which work with SCORM compliant courses.

“Software” means the Licensor’s current version of Licensor’s software provided to You by Licensor on the terms and conditions of the [iSpring End User License Agreement](#).

“Use” or “Usage” means accessing, storing, loading, installing, executing, displaying, or copying the Products into the memory of a Client Device or otherwise benefiting from using the functionality of the Products in accordance with the Documentation.

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Content Library:

- create Your Content for advertising, training, and promotional projects, including printed materials, Products packaging, presentations, film and video presentations, commercials, catalogs, brochures, promotional greeting cards and promotional postcards.

Online Courses Library:

- download, view and listen Online Courses in iSpring Learn learning management system (LMS) or other LMS which work with SCORM compliant courses.

2.2. Prohibited Uses. Prohibited uses include, but are not limited to the following:

- use the Online Courses Components for designing template applications intended for resale, whether online or not, including, without limitation, website templates, eLearning templates, flash templates, business card templates, electronic greeting card templates, and brochure design templates. You may not offer these templates for a price or for free on a website, blog, or social network;
- use Online Courses Components in whole or in part for creating online courses intended for resale or for offering the Online Courses in whole or in part for a price or for free on a website, blog, or social network; - sublicense, sell, assign, convey or transfer or attempt to transfer any of Your rights under this Agreement; - sell, license or distribute the Products in whole or in part as stand-alone or as part of an online database or any other database, or any derivative Products containing the Products in such way that would allow a third party to use, download, extract or access the Products as a stand-alone file;
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- take any action in connection with the Products that would reasonably imply that the creator of the Products, or the persons or property appearing in the Products (if any), endorse any political, economic or other opinion-based

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You may only Use the downloaded **Products and Product Components** while operating under a current Subscription License. Once your Subscription License has expired and/or is canceled, You must immediately delete any downloaded **Content Library Components** that are not currently embedded in Your Content. You do NOT need to remove Content Library Components from Your materials that are currently part of Your Content. You may continue to edit and maintain Content Library Components that are currently in existing content.

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The quantity of the Content Library End Users may not be accessed by more than the number of permitted End Users reflected in the invoicing terms. If You purchased a 1-User Subscription License, then only one End User is allowed to access and download Content Library Components. Also, only 1 (one) Content Library Component is allowed to Use the Content Library Components to create content. If You want other End Users to have access then they should obtain licenses as well.

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- be responsible for Your and End Users’ conduct. You are also responsible for all content posted and activity that occurs under Your End Users’ account, even when content is posted by others who have accounts under Your account;
- not to use the Products for any illegal or unauthorized purpose. You must not, in the use of the Products, violate any laws in your jurisdiction (including but not limited to copyright laws, trademark laws, patent laws, other intellectual property or industrial property laws, privacy laws, data export laws, and laws regarding libel and defamation);
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- not to reproduce, duplicate, copy, sale, trade, resale, or exploit for any commercial purposes, any portion of the Products, use of the Products, or access to the Products without the express prior written permission of the Licensor;
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5.1. If the Products are licensed under Evaluation License terms You may Use the Products for the period as agreed in writing by Licensor) (the “**Trial Period**”) solely for purposes of demonstration and internal testing, examination and evaluation of the Products. Any Use of the Products for other purposes or beyond the applicable evaluation period is strictly prohibited.

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8.5. Without prejudice to any other rights, this Agreement will terminate automatically, if You fail to comply with any of the limitations or other requirements described herein.

8.6. Upon any termination or expiration of this Agreement, You must immediately cease Use of the Products and permanently destroy and/or delete all copies of the Products.

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Licensor will not be liable to You for any failure to provide the Products as a result of any government action that Licensor reasonably believes may adversely impact its obligations under this agreement, its business, or its reputation.

13. Your Information and the Licensor's Privacy Policy.

You acknowledge receipt of and agree to the Licensor's privacy statement, which is made available to You in connection with installation and is set forth in full at <https://www.ispringsolutions.com/company/policy/privacy>. The Products are provided via equipment and other resources located in the United States and other locations throughout the world and You hereby expressly consent to having Your personal data (which may be collected by the Licensor or its distributors) processed by Licensor in the United States and other locations throughout the world according to the Licensor's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference. By entering into this Agreement, You agree that the Licensor may collect and retain information about You gathered during any Trial Period or as part of the Products provided to You, if any, related to the Products, including Your name, email address. The Licensor employs other companies and individuals to perform certain functions on its behalf. Examples include delivering packages, sending email, analyzing data, providing marketing assistance, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

14. Miscellaneous.

15.1. Choice of Law. If You are located in the member states of the European Economic Area, the European Union, Switzerland or in the United Kingdom, Your relationship is with iSpring Nordics, Ltd., a Finnish company, and this Agreement is governed by the laws of Finland. The courts within Finland shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

If You are located in the United States of America or Canada or other countries not serviced by iSpring Nordics, Ltd., your relationship is with iSpring Solutions, Inc., a Virginia company, U.S.A. and this Agreement is governed by the law of the Commonwealth of Virginia. The federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

15.2. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Software in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded.

15.3. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

15.4. Publicity. The parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, neither party shall issue such publicity and general marketing communications concerning their relationship without the prior written consent of the other party (not to be unreasonably withheld or delayed) and neither party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law), *provided that*, Licensor may mention You as a customer on its website and general marketing communications.

15.5. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between You and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Products or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

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