



Vocal Masterclassics, LLC

www.vocalmasterclassics.com

Sample Institutional Subscription Agreement

Prepared for: Sample University, Anytown, Anystate

Preparation Date:

Prepared by:

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Vocal Masterclassics. LLC

Agreement No. 102001

Sample University, Anytown, Anystate
VOCAL MASTERCLASSICS LICENSE AGREEMENT

This license agreement ("Agreement") is entered into upon full execution by and between Sample University, Sample Library, 123 Main Street, Anytown, Anystate, 44444 USA (the "Subscriber"), and Vocal Masterclassics, LLC, 2234 N. 1000 E., Greentown, IN 46936 USA (the "Licensor").

The parties hereto agree as follows:

SECTION 1. LICENSE.

1.1 License Grant.

The Licensor hereby grants to the Subscriber the non-exclusive, non-transferable right and license to use the Vocal Masterclassics, LLC services identified in Schedule 1 and provide the services to its Authorized Users subject to the terms and conditions of this Agreement.

1.2 Authorized Users/Sites.

Authorized Users for purposes of this Agreement are:

Full-time and part-time students, faculty, and staff of the Subscriber affiliated with the Subscriber's location listed on Schedule 2 (the "Sites") and individuals using computer terminals within the library facilities at the Sites permitted by the Subscriber to access Vocal Masterclassics, LLC through the Subscriber's secure network.

The Subscriber shall promptly notify the Licensor of any material changes in the number of Sites or Authorized Users, which changes may result in early termination unless the parties are able to agree to appropriate fee adjustments.

1.3 Authorized Uses. The Subscriber and its Authorized Users may access, search, browse, view, print, and download the Licensed Products.

1.4 Restrictions on Use of Vocal Masterclassics, LLC.

Except as may be expressly permitted in this Agreement, the Subscriber and its Authorized Users may not create any derivative work based on the Vocal Masterclassics, LLC website without the prior written permission of the Licensor;

1.5 Intellectual Property Ownership.

The Subscriber acknowledges that all right, title and interest in and to the Vocal Masterclassics, LLC website and masterclass listings remain with the Licensor.

SECTION 2. LICENSOR PERFORMANCE OBLIGATIONS.

2.1 Access to Licensed Vocal Masterclassics, LLC.

The Licensor will make the Vocal Masterclassics, LLC searches and listings accessible to the Subscriber and its Authorized Users from the World Wide Web address set forth on Schedule 1 or as may be otherwise set forth herein.

2.2 Quality of Service.

The Licensor shall use reasonable efforts to provide the Vocal Masterclassics, LLC content with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 95% up-time per month, with the 5% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 Withdrawal of Content.

The Licensor reserves the right to withdraw from Vocal Masterclassics, LLC content that it no longer retains the right to license or that it has reasonable grounds to believe is unlawful, harmful, false or infringing. If the withdrawal represents more than fifteen (15%) percent of the content comprising the website service, the Licensor shall refund to the Subscriber the amount of the Fees that is proportional to the amount of content withdrawn and the remaining unexpired portion of the period for which the Fees were paid.

2.4 Usage Data Reports.

The Licensor may make usage data reports on the Subscriber's usage activity available through a secured link on the Vocal Masterclassics web site. Licensor and Subscriber agree to maintain the confidentiality of any data relating to the usage of the Licensed Content by Subscriber and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Content and may only be provided to third parties in aggregate form. Raw usage data including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 Authorized Access.

Access to the Vocal Masterclassics LLC website and search tools shall be authenticated by the use of Internet Protocol ("IP) address(es) indicated by the Subscriber on Schedule 2. Access to Vocal Masterclassics LLC by Authorized Users through a proxy server or similar means is allowed. The setup and maintenance of such service is the sole responsibility of the Subscriber.

3.2 Protection from Unauthorized Access and Use.

The Subscriber shall:

- 3.2.1 use reasonable efforts to ensure that access to and the use of Vocal Masterclassics LLC is limited to Authorized Users and use reasonable efforts to inform Authorized Users of the usage restrictions set forth in this Agreement;
- 3.2.2 use reasonable efforts to ensure that any passwords used to access Vocal Masterclassics LLC are issued only to Authorized Users and use reasonable efforts to inform Authorized Users that they are not to divulge any passwords to any third party; and
- 3.2.3 immediately upon becoming aware of any unauthorized use of Vocal Masterclassics LLC, inform the Licensor and take appropriate steps to ensure that such activity ceases and to prevent any recurrence.

In the event of any unauthorized use of Vocal Masterclassics LLC, the Licensor may suspend access of the IP address(es) from which the unauthorized use occurred upon notice to the Subscriber. The Subscriber shall not be liable for unauthorized use of Vocal Masterclassics LLC by any Authorized Users provided that the Subscriber did not intentionally assist in or encourage such unauthorized use or permit such unauthorized use to continue after having actual notice thereof.

SECTION 4. FEES AND PAYMENT TERMS.

4.1 Payment.

The Subscriber shall pay to the Licensor the fees set forth on Schedule 1 (the "Fees") with in thirty (30) days of the start of the subscription period. The Fees are exclusive of any sales, use, value added, withholding or similar tax and the Subscriber shall be liable for any such taxes in addition to the Fees unless a copy of the tax exempt status is made available with this agreement.

4.2 Determination of the Fees.

Fees are based on the number of registered voice students at the Subscriber's institution. The number of registered voice students (to be determined by the Subscriber's agent) is the actual number of voice students within the previous academic year enrolled for either credit or non-credit in major, minor, and elective private study. The fee structure reflects a single institution. Multiple institutions using the same proxy service must submit separate agreements for each site.

4.3 Changes in the Number of Registered Voice Students.

Fees, once set, will remain in effect for the period of the Agreement. The Subscriber shall notify the Licensor two (2) months prior to the end of the Agreement of any substantial changes in the number of registered voice students within the Agreement year which may require an appropriate fee adjustment for the Agreement renewal. The Licensor shall notify the Subscriber Two (2) months prior to the end of the Agreement of any substantial changes in the fee structure.

4.4 Suspension of services.

For any invoice remaining unpaid after thirty (30) days of the start of the subscription period, the Licensor may suspend all services provided to the Subscriber if no prior arrangement has been

agreed upon. If the Licensor suspends the services provided to Subscriber pursuant to this paragraph, the services will only be restored upon payment of all unpaid invoices. The Licensor reserves the right to impose a \$25.00 processing fee for the reactivation of the suspended account.

SECTION 5. TERM.

5.1 Term.

The term of this Agreement shall be a minimum of one year the exact dates to be set out in Schedule 1 of this agreement.

5.2 Renewal.

This Agreement will be automatically renewed for successive one-year terms, subject to appropriate adjustments to Schedule 1 as outlined in Section 4.3, unless either party gives written notice to the other no later than thirty (30) days prior to the end of the then current Agreement that it does not intend to renew.

5.3 Thirty (30) day cure period in case of a breach.

Either party may terminate this Agreement if the other party fails to cure a material breach, including, but not limited to, any failure to make a required payment or report. The non-breaching party shall furnish a written notice of its intention to terminate this Agreement to the breaching party, and the breaching party shall be allowed thirty (30) days after receipt of such notice to remedy the specified breach before termination becomes effective.

SECTION 6. LICENSOR WARRANTY.

6.1 Warranty.

The Licensor warrants that use of Vocal Masterclassics LLC in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party under United States copyright law.

6.2 Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTY STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSOR PROVIDES VOCAL MASTERCLASSICS, LLC "AS IS" AND MAKES NO REPRESENTATION OR WARRANTY AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY CLAIM ARISING FROM OR OUT OF VOCAL MASTERCLASSICS, LLC, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3 Limitation of Liability.

Except for the express warranty stated herein and to the extent permitted by applicable law, in no event shall the Licensor be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of the Licensor to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder, even if the Licensor or any licensor has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 Force Majeure.

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, governmental restrictions, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) shall be deemed a breach of this Agreement.

7.2 Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions of this Agreement.

7.3 Entire Agreement.

This Agreement contains the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 Modification.

No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

7.5 Assignment.

Neither party shall assign, transfer or sublicense any of its rights or obligations under this Agreement unless it obtains the prior written consent of the other party; such consent shall not unreasonably be withheld.

7.6 Privacy.

The Licensor shall not, without the prior written consent of the Subscriber, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

7.7 Notices.

All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the address specified below or the provided electronic mail address as such party shall have designated by notice hereunder.

If to Vocal Masterclassics: Vocal Masterclassics LLC, c/o Keith Brautigam, Vocal Masterclassics, LLC, 2234 N. 1000 E., Greentown, IN 46936 USA. Or to keith@vocalmasterclassics.com.

If to the Subscriber: Sample University, Sample Library, Anytown, Anystate 44444 USA.

7.8 No Partnership.

The Parties do not intend to create and no term herein shall in any way be construed to create or bind the Parties to a legally recognized partnership entity.

7.9 Both parties agree to perform their duties under this Agreement in compliance with all federal and State laws and Subscriber's Policy on Discriminatory Conduct including, but not limited to, non-discrimination on the basis of race, sex, religion, national origin, age, handicap or sexual orientation.

7.10 Effect of breach; Nonwaiver.

The failure of Licensor to insist in any one or more instances upon the strict performance of any of the terms of this Agreement by Subscriber shall not be construed as a waiver or relinquishment of such term or terms for the future, and the same shall nevertheless continue in full force and effect.

7.11 Execution.

This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

VOCAL MASTERCLASSICS LICENSE AGREEMENT

SIGNATURE PAGE

Agreement No. 111111

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first below written.

Sample University

(Subscriber)

By: _____
Signature (signing agent)

Name: _____

Title: _____

Date: _____

Vocal Masterclassics LLC displays the names of its Institutional subscribers (information that is readily available on the web). The name can also be linked to your institution's Home Page. Do we have your permission to display the name of your Institution?

___ Yes, Vocal Masterclassics LLC may display the name of our institution.

___ Please provide a link to our institution's Home Page.

___ No, please do not display our institution's name.

Vocal Masterclassics, LLC
(Licensor)

Signature

Name:

Title:

Date:

VOCAL MASTERCLASSICS LICENSE AGREEMENT
 Schedule 1
 Licensed Products/Access/Fees

Sample University, Anytown, Anystate

Agreement No. 111111

Access	Agreement Period	Fee	
www.vocalmasterclassics.com	11/22/2015 to 11/22/2016	Tier #2	\$500/yr USD
		Total Fees	\$500 USD

Schedule of Fees: All fees are for a one-year subscription.

Tier One: for a single institution with up to 50 registered voice students. USD \$400

Tier Two: for a single institution with 51-80 registered voice students. USD \$500

Tier Three: for a single institution with 81-120 registered voice students. USD \$600

Tier Four: for a single institution with over 120 registered voice students. USD \$700

The fee structure reflects a single Institution or site. Multiple institutions using the same proxy service must submit separate Agreements for each site.

(See Section 4 of the Agreement)

VOCAL MASTERCLASSICS LICENSE AGREEMENT
Schedule 2
Site Location and Authorized IP Addresses

Sample University, Anytown, Anystate

Agreement No. 111111

Site Access: www.vocalmasterclassics.com

Subscriber's name: Sample University, Sample Library

Address, City, State, Zip: Anytown, OH 44444 USA

Contact person: Jane Doe

Title: Librarian

Telephone: 555-555-5555

Fax: 555-555-5556

Email address: jane.doe@sampleuniv.edu

Number of students enrolled in voice lessons:19

Subscription Tier: One

Registered IP addresses (or IP Access Range): 111.11.11.111

Account username:

Account Password: As selected by the Subscriber on the application.