

MiTio Foundation \$50,000 Grant

MITIO License Agreement

This License Agreement is made effective between The Medical Interpreting and Translating Institute Online (MITIO) 289 Jonesboro Rd. Suite 416 McDonough, GA 30253 ("Licensor") and the ("Licensee").

Content of Licensed Materials: Grant of License

The materials that are the subject of this Agreement shall consist of a MiTio Medical Interpreting or Translating Certificate 40 hour Course (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 and/or its suppliers.

Delivery/Access of Licensed Materials to Licensee

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

Network Access. The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee.

Fees

Licensee shall make payment to Licensor for use of the Licensed Materials pursuant to the terms set forth hereto.

A fee of \$1,500 per year/per course for up to 100 Authorized Users.

*Access codes will be issued upon receipt of signed contract and fees.

All payments shall be made in U.S. dollars by check to: MiTio - 289 Jonesboro Rd. #416, McDonough GA 30253

Authorized Use of Licensed Materials

Authorized Users. "Authorized Users" are those provided with login information from MiTio

Persons Affiliated with Licensee. Full and part time students and employees (including faculty, Authorized Users. 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 non-commercial use as follows:

Specific Restrictions on Use of Licensed Materials

Unauthorized Use. 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.

Commercial Purposes. Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

Term

This Agreement shall continue in effect for one year/12 months commencing on the Effective Date.

Renewal

This agreement shall be renewable at the end of the current term for a successive one year/12 months term unless either party gives written notice of its intention not to renew 2 months/60 days before expiration of the current term.

ided that the indemnifying party is promptly notified of any such claims. The indemnifying party

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

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any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provall 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.

Dispute Resolution

In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Mediation. In the event that the parties can not by exercise of their best efforts resolve the dispute, they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement which are not affected by the dispute.

Arbitration. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

If to Licensor:

The Medical Interpreting and Translating Institute Online (MITIO)
289 Jonesboro Rd .Suite 416 McDonough, GA 30253

If to Licensee:

Address of Licensee

City of Licensee

State of Licensee

Postal Code of Licensee]

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

LICENSOR:

BY: _____ DATE: _____

Signature of Authorized Marketing Representative Name Printed: _____

Print Name: Dr. Nelva Lee

Title: President

Address: 289 Jonesboro Rd .Suite 416 McDonough, GA 30253

Telephone No.: 480-648-4674

E-mail: foundation@mitio.org

LICENSEE:

BY: _____ DATE: _____

Signature of Authorized Signatory of Licensee _____

Print Name: _____

Title: _____

Address: _____

Telephone No.: _____

E-mail: _____