

***We Love the Library!* e-learning version License Agreement**

Note to User:

Please read this license agreement carefully. By uploading the program and/or using all or any portion of the software program, you (“the Licensee”) accept the following terms from The Ontario Library Association (“the Licensor”). You agree to be bound by all the terms and conditions of this license. You agree that it is enforceable as if it were a written negotiated license signed by you. If you do not agree to the terms of this license, do not use the program.

Agreement & Terms of Use

1- Nature & Subject of this Agreement

As the Licensor, The Ontario Library Association enters into this agreement with the “Licensee” with respect to an e-learning training program (the “program”), which was developed by The Communication Edge Inc. entitled *We Love the Library!* The Licensee acknowledges that the Licensor developed the course concept, name and electronic course, including all text and audio-visual content and support materials. The Licensor owns and retains all rights, title and interest to the course content and materials. *We Love the Library!* is protected by copyright and other intellectual property laws. This License Agreement conveys a limited license to use the program and shall not be construed to convey title to or ownership of the program to Licensee. The Ontario Library Association reserves all rights in and to the program not expressly granted to Licensee.

2- License

Upon payment of a one-time non-refundable license fee in accordance with The Ontario Library Association’s license fee charges, the Licensor grants to the Licensee a perpetual (terminable only as provided in the *Term and Termination* clause below), non-exclusive, non-transferable paid-up License to provide the program to the Permitted Maximum Number of Users for internal use only within the Licensee’s organization, as specified in the Financial Terms section of this agreement. The Licensee may use the program, and print out the Learning Summary, for the Licensee’s training and employee orientation purposes only. No other branches or locations of the Licensee may use the program. The Licensee may not, nor permit others to, otherwise copy, store in a retrieval system, transmit in any form by any means, rent, lend, sell or modify any materials from the program. This License may not be assigned by the Licensee and is valid for use within the Licensee’s location only.

The Licensee agrees, subject to reasonable prior notice, to give The Ontario Library Association such proof as may be necessary to confirm the number of users does not exceed the Permitted Number.

3- Use of the We Love the Library! Training Program

The Licensor shall provide the Licensee with one electronic copy of the program in CD-R. The Licensee does not have the right to change the program and materials in any form whatsoever, including the removal or modification of, or addition to, any of the materials, nor any copyright or other notices placed by the Licensor in or on the materials. The Licensee will be responsible for promotion, administration, and delivery of the program within the Licensee’s organization at its expense.

4- Financial Terms

Payment of a Licensing Fee allows the Licensee to deliver the program to a maximum of 5 users in the Licensee’s location. Extension of this licensing Agreement to permit delivery of the program to more than 5 users requires payment of an additional licencing fee to be determined by mutual agreement.

If you do not agree to the terms of his License Agreement, you may obtain a full refund of the Licensing Fee paid to The Ontario Library Association for the program provided, a) you do not use the program and b) notify, The Ontario Library Association in writing, of your non-acceptance of this License Agreement, with proof of payment, within 10 days of the purchase date.

5-Term and Termination

This License Agreement shall commence on the date of receipt of payment of the Licensing Fees and continue in effect indefinitely, unless terminated in accordance with this clause, or until such time that the Permitted Maximum Number of Users has been reached. If either party breaches this License Agreement in any material respect, the other party may give written notice to the breaching party of its intent to terminate, and if such breach is not cured within thirty (30) days, after the breaching party's receipt of such notice, the License Agreement shall terminate without any further notice required.

Upon the termination of this License Agreement, a) the rights granted to the Licensee herein shall terminate, b) the Licensee shall cease all use of the program, c) the Licensee shall return to The Ontario Library Association all copies of the program in the Licensee's possession or under its control, and d) the Licensee shall certify in writing to The Ontario Library Association its compliance with the foregoing.

6-Privacy of Information

We value and respect the privacy of our customers, as well as the security of your personal data. When you order *We Love The Library!*, we collect certain information, such as your organization name, your name, organization address and e-mail address. This information is used to process your order, Your e-mail address is added to our electronic mailing list so that, from time to time, we can send you product updates, information about new features, additions, and changes to the program. If you do not want to receive these e-mail alerts, you can advise us at any time. Your e-mail address and organization information will not be sold or provided to any outside party.

Please be assured that we take your concerns about privacy seriously, and we make every reasonable effort to protect it. If you have questions or comments about our privacy policy, or would like to confirm the accuracy of information collected from you, please contact us.

7-General

This Agreement constitutes the entire agreement between the Licensee and The Ontario Library Association relating to the *We Love The Library!* e-learning program and supersedes any and all other agreements, oral or in writing, with respect to The Ontario Library Association and this program. The failure of The Ontario Library Association to insist upon strict compliance with any term of the Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. This Agreement is with you, the Licensee, and you may not assign your rights or obligations to any other person or organization. If any provision in this Agreement is invalid or unenforceable under applicable laws, the remaining provisions will continue in full force and effect. The laws of Ontario shall govern this agreement, your rights and obligations, and all actions contemplated by this Agreement as if the Agreement was a contract wholly entered into and wholly performed within the Province of Ontario, Canada.

Ontario Library Association
50 Wellington Street East, Suite 201, Toronto Ontario, M5E 1C8