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ONE (1) Site Licensing Authorization – USA Restricted**

Please read this document carefully. This Agreement licenses the Rising Star Education Character Curriculum titled Auto-B-Good™ to purchasing institution/user and contains warranty and liability disclaimers. By opening these Rising Star Education products you have agreed to be bound by the terms of this Agreement. If you do not accept this Agreement, return all materials unopened to Rising Star Education for a full refund (less shipping). This product is protected by copyright laws.

### **1. Definitions**

Auto-B-Good™ means the animation content and accompanying print materials including but not restricted to shelf-box, labels, brochures, booklets or any other graphic images.

### **2. License**

This Agreement allows you the use of the Auto-B-Good™ Character Curriculum for teaching and training of staff and students of your school site only – you are authorized to participate in receiving and all access to Auto-B-Good™ website for upgrades and resources.

### **3. Restrictions**

You may not make or distribute copies of Auto-B-Good™, or electronically transfer Auto-B-Good™ from one computer to another or off-site location; this includes “back- up” copies. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Auto-B-Good™ materials to a human-perceivable form. You may not make duplicate copies or cause to be replicated in any way or format whether movie or still images, you may not modify, rent, resell or profit, distribute or create derivative works based upon Auto-B-Good™ or any part thereof. You will not export or re-export, directly or indirectly, Auto-B-Good™ into any country prohibited by the United States Export Administration Act and the regulations there under.

### **4. Ownership**

The foregoing license gives you limited rights to use Auto-B-Good™ animation series. Rising Star Education retains title to, Auto-B-Good™ and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved for Rising Star Education.

### **5. Limitation of Damages**

RISING STAR EDUCATION SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF RISING STAR EDUCATION OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the bargain between Rising Star Education and you. You agree that Rising Star Education would not be able to provide the Auto-B-Good™ Character Curriculum on an economic basis without such limitations.)

### **6. General**

This agreement shall be governed by the internal laws of the State of Minnesota, USA. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning this Agreement shall be directed to above.

### **7. Time Limit**

This agreement remains active with no aging release of restrictions.