

CD Sheet Music, LLC
6303 Thorndon Circle
University Park, FL 34201

Site License Agreement

Date:

This license agreement is between CD Sheet Music LLC (Licensor) and [Institution]
_____ (Licensee):

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Content of Licensed Materials: Grant of License

The materials that are the subject of this Agreement shall consist of PDF sheet music files (hereinafter "the files") created and copyrighted by CD Sheet Music, LLC as included in **CD Sheet Music™**, **Digital Editions™** and **The Orchestra Musician's CD-ROM Library™**. Licensee and its Authorized Users acknowledge that the copyright and title to "the files" and any trademarks and service marks relating thereto remain with CD Sheet Music, LLC. Neither [Institution] nor its Authorized Users shall have any right, title or interest in "the files" except as expressly set forth in this Agreement.

2. License Payment Terms

In consideration of the payment by [Institution] of [amount] to CD Sheet Music, LLC as the License fee specified in this agreement, CD Sheet Music, LLC hereby grants to Licensee a non-exclusive, non-transferable, and revocable License to make permitted use of "the files" and to provide "the files" to Authorized Users subject to the provisions of this Agreement. Such payment shall be equal to the total number of Authorized Users including faculty and students multiplied by \$25 per individual per annum.

3. Delivery/Access and Ownership of Licensed Materials to Licensee

Licensee shall purchase copies all CDs produced by CD Sheet Music, LLC. "The files" will be stored by the licensee in digital form accessible by telecommunications link (AKA the network). "Authorized Users" shall be defined as Persons affiliated with the licensee; full time and part-time faculty and students of Licensee and the institution of which it is a part.

4. Authorized Use of Licensed Materials

Authorized Users as defined herein shall have the right to access "the files" by [telecommunications link, view and print such files as may be required by them. Licensee and its Authorized Users shall make use of the "the

files” as is consistent with the Fair Use Provision of United States and International copyright laws. Licensee agrees to make no changes in the appearance of “the files” contained in this agreement. Licensee may not use “the files” for commercial purposes, including but not limited to the sale of “the files”, fee-for-service use of “the files”, or bulk reproduction or distribution of “the files” in any form

5. Term

The initial term of this Agreement shall be twelve (12) months from the date hereof or such other term as agreed to by both parties.

6. Warranties

CD Sheet Music, LLC warrants that it is the owner of “the files” that are the subject of the Agreement; that it has the full right and authority to enter into this Agreement; and “the files” do not infringe on the copyright of any other party. CD Sheet Music, LLC hereby indemnifies ABC University against any loss, damage or expense incurred by them, including reasonable attorney’s fee, as a result of any successful claims made or asserted by others in reference to “the files”. CD Sheet Music, LLC shall direct the defense of such claims.

7. Assignment and Transfer

The Licensee may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement to another party.

8. Governing Law

This agreement shall be interpreted and construed according to, and governed by, the laws of the state of Florida in the United State of America.

9. Notice

All notices under this Agreement shall be sent to the address below the party’s signature.

By:

Accepted by:

Stephen P. Rauch
CD Sheet Music, LLC

[Licensee]

[Institution]

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