

MULTI-USER LICENSING AGREEMENT

THIS MULTI USER LICENSING AGREEMENT is made on _____ (date) by and between _____ (“Licensee”) whose address is _____ and BIBLEWORKS, LLC (“BibleWorks”), whose address is Post Office Box 6158, Norfolk, VA 23508.

WHEREAS BibleWorks owns and has the right to license the software known as “**BibleWorks 10**” (the “Software”);

WHEREAS Licensee desires to obtain from BibleWorks a license to use the Software on its network, which BibleWorks is willing to grant subject to the terms and conditions set forth herein.

NOW THEREFOR for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BibleWorks grants to Licensee a non-exclusive license to use the Software on the terms set forth herein:

I. NETWORK/MULTI-USER LICENSE AND POLICY:

A. This *network (site) license* is available for up to _____ simultaneous permanent party (faculty and staff) users (controlled and accountable "nodes") at *one physically contiguous site (or within one network domain)*, with the exception outlined in paragraph D below.

B. Licensee may install the Software on the *entire* site network and/or workstations, so long as *concurrent access* (such as via metering software or controlled standalone installations) is limited to the number of simultaneous users specified in paragraph A above. If concurrent access cannot be controlled and verified, then each networked computer or standalone computer must count as one node.

C. Subject to the foregoing concurrent use limitations, the Software may be used on institution-owned machines in a multi-user library facility or computer lab facility.

D. Subject to the foregoing concurrent use limitations, the Software may be used by faculty or staff at home offices, subject to the following.

i. Faculty or staff use of the Software at home offices (or laptops) count toward the concurrent access restrictions set forth in paragraph A above.

ii. Faculty or staff permission to use the Software at a home office is under the umbrella of the Licensee’s site license. License ownership remains with the licensee. Faculty or staff members may not take site license copies of the Software with them if they leave the institution.

iii. Licensee shall require each faculty or staff member who installs the Software on a home computer or laptop to sign the statement attached hereto as Exhibit “A” prior to installing the program on his/her computer.

E. Example: An institution has a 25-node license, 15 nodes for student access in the computer lab and 10 for the 10 professors in the Biblical Studies department. Since only the 10 Biblical Studies professors can access these 10 nodes at school, those 10 professors are also permitted to install the Software in their home offices.

F. Except for faculty and staff users, the Software may not be run over remote session services such as Remote Desktop Services, Citrix, VPN access, etc. Faculty and staff

users are permitted to use remote access to run BibleWorks if they are also permitted to run BibleWorks at a home office (as specified above). Installation or execution of the BibleWorks Software on student-owned computers, or on computers issued to students, is not permitted under the terms of this license.

II. LICENSE COST: In consideration of the license rights granted under this Agreement, Licensee shall pay the cost of the licenses, as set forth Exhibit "B" attached hereto and made a part hereof.

III. PROTECTION OF SOFTWARE:

A. Proprietary Notices: Licensee shall maintain and place on any copy of the Software the following notice:

"This software contains valuable trade secrets and proprietary information belonging to BibleWorks, LLC. None of the material may be copied or duplicated without the express written permission of BibleWorks, LLC. BIBLEWORKS, LLC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THIS SOFTWARE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, AND WARRANTIES OF PERFORMANCE, AND ANY WARRANTY THAT MIGHT OTHERWISE ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE USE OF THE SOFTWARE."

B. Ownership: Licensee agrees that all aspects of the Software, including the design and structure of the program(s) and associated Documentation (manuals and related materials) belong to BibleWorks. Title, ownership rights, and intellectual property rights in and to the Software and Documentation shall remain solely with BibleWorks.

C. Copies: Licensee shall not make copies of the Software, except that Licensee may make one copy solely for archival or back up purposes.

D. Sub-licensing prohibited: Licensee shall not transfer or assign the Software or this Agreement to another party.

E. Audit: Licensee grants to BibleWorks or its independent auditors the right to examine its books and records during normal business hours to verify compliance with the provisions of this agreement. In the event such audit discloses that the permitted number of users is being exceeded, Licensee shall promptly pay to BibleWorks the appropriate license fees for the additional users or computers. At BibleWorks' option, BibleWorks may terminate this license for failure to pay the required license fees.

F. No modification or reverse engineering: Licensee shall not modify, translate, reverse engineer, decompile, disassemble or create derivative versions of the Software or permit or assist someone else to perform such prohibited acts.

IV. LIMITATION OF WARRANTIES:

BibleWorks warrants that for a period of thirty (30) days from the date of acquisition, the Software, if installed and operated as directed, will perform substantially as designed.

BibleWorks' obligation with respect to this warranty shall be, in BibleWorks' sole discretion: i)

to replace the defective Software or media; or ii) to refund the license fees Licensee paid for the Software. In order for BibleWorks to be obligated to honor the warranty, licensee must notify BibleWorks of the problem with the Software, and BibleWorks will use reasonable commercial efforts to repair, replace or refund pursuant to the foregoing warranty within thirty (30) days of being so notified. This is a limited warranty, and it is the only warranty made by BibleWorks. BibleWorks makes no other warranties, express or implied, including, but not limited to, implied warranties of merchantability, or fitness for a particular purpose.

V. REMEDIES FOR VIOLATION/INJUNCTIVE RELIEF:

Licensee acknowledges that the unauthorized use or transfer of the Software will: (i) substantially diminish the value to BibleWorks of the proprietary interests that are the subject of this Agreement; (ii) render BibleWorks' remedy at law for such unauthorized use or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations under this agreement, BibleWorks shall be entitled to equitable relief to protect its interest therein, including, but not limited to, temporary and permanent injunctive relief. In the event of injunctive relief, Licensee shall be liable for BibleWorks' reasonable attorney's fees so incurred.

VI. INDEMNIFICATION:

BibleWorks shall indemnify and defend Licensee against any action brought against Licensee based on a claim that the Software infringes on a United States copyright, provided that Licensee promptly notifies BibleWorks of any such claim and gives BibleWorks sole control of the defense thereof. If any software is adjudged so to infringe, or in BibleWorks' option is likely to become the subject of such a claim, BibleWorks shall, at its option, either: (i) procure for Licensee the right to continue to use the software; (ii) modify the Software to make it noninfringing; or (iii) refund the fee paid, less reasonable depreciation, upon return of the Software. BibleWorks shall have no liability regarding any claim arising out of use of other than a current, unaltered version of the Software.

VII. TERMINATION:

Licensee may terminate this license at any time by destroying the Software and any associated documentation and removing copies from all computers and server. This license will automatically terminate if Licensee fails to comply with any term or condition of this Agreement. Upon such termination, Licensee shall destroy the Software, together with all copies thereof.

VIII. MISCELLANEOUS:

A. Severability: In the event any provision of this Agreement is found to be invalid or legally unenforceable, the valid, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

B. Notices: Any notices sent pursuant to this Agreement shall be sent to the addresses set forth in the first paragraph of this Agreement, unless a different address has been provided in writing to the other party.

C. Governing law and jurisdiction: This Agreement shall be governed by the laws of the Commonwealth of Virginia. Licensee agrees to be subject to the personal jurisdiction of the Norfolk Circuit Court or the federal district court of the Eastern District of Virginia, Norfolk division, for the purposes of enforcing this Agreement.

WITNESS the following signatures pursuant to due authority:

LICENSEE:

(Institution Name)

By: _____
(Signature)

Signatory Name: _____

Signatory Title: _____

ATTEST:

By: _____
(Signature)

Name: _____

Title: _____

BIBLEWORKS, LLC

By: _____
Signatory Name: _____

Signatory Title: _____

-- Agreement Version Date April 20, 2015

EXHIBIT "A"
FACULTY/STAFF OFF-SITE USE AGREEMENT

RE: BIBLEWORKS 10
CONCURRENT USAGE SITE LICENSING AGREEMENT

As a condition of being granted remote or home access to the above-referenced software, the undersigned, being a faculty or staff member at _____ (Licensee), hereby agrees to abide by the concurrent use restrictions of the Site Licensing Agreement dated _____ between Licensee and BibleWorks, LLC.

WITNESS the following signature and seal:

Date: _____ (SEAL)

Print Name: _____

**EXHIBIT “B”
LICENSE COSTS**

1. Minimum BibleWorks 10 Site/Multi-User/Network License: five (5) user nodes for US\$1250.
2. Each additional BibleWorks 10 user node is \$250 and may be ordered later.
3. Shipping & handling, if any, is additional. If you already have a BibleWorks 10 unit, it may be used for installation on other nodes. If you prefer to have additional boxed units, we can ship up to two physical boxed units with your order.
4. This license fee does not cover costs for any future upgrades from BibleWorks 10. Upgrade fees are half of the then-current license fee for each site node. To upgrade a site license from BibleWorks 8 or 9, the upgrade license fee is \$125 per node.
5. Extra-cost BibleWorks modules may be installed as part of site licenses at similar discounts. Please contact BibleWorks for exact prices. If BibleWorks is being run from a server, the number of module licenses must match the number of BibleWorks nodes.
6. The above costs are current as of April 20, 2015. Please contact BibleWorks for current costs, as they may change without notice.