

## Permission Agreement

Date: \_\_\_\_\_

School/District/Institution: Warren County School District ("Customer")

Presentation: \_\_\_\_\_

Form of Presentation (check one): Live ☐ Webinar ☐

Fee: \$0.00

1. Savvas Learning Company LLC ("Savvas"), a Delaware limited liability company, anticipates delivering the above- referenced Presentation to Customer. In the case of a live Presentation, Savvas hereby consents to Customer to recording the Presentation in video form for Customer's internal use in accordance with this Agreement. In the case of a webinar Presentation, Savvas agrees that it will record the webinar and will deliver a copy to Customer for Customer's internal use in accordance with this Agreement. In either case, the recorded Presentation is referred to herein as the "Recording."
2. Customer agrees that it will be responsible for obtaining any necessary written releases and waivers of claim ("Releases") from any students or staff members of Customer whose names, voices or likenesses appear in the Recording. If a student is a minor, then Customer shall obtain a Release from the student's legal guardian.
3. Savvas grants to Customer a non- exclusive, non- transferable, non- sublicensable license and right to use and otherwise display the Recording only for its internal educational purposes. Customer agrees not to sell or distribute the Recording to third parties, or to post copies of the Recording on publicly accessible websites. Any websites through which the Recording is made available by Customer to its employees will require user credentials to access the portion of the website where the Recording is located.
4. Customer acknowledges that all right, title and interest in and to the Recording will

be the property of Savvas and are by this Agreement assigned to Savvas. Savvas shall be free to use the Recording, or portions thereof, for any business purpose, and such right shall survive the termination of this Agreement.

5. This Agreement shall be effective on the date set forth above and shall continue for the period of the underlying contract between Savvas and Customer for the purchase or license of educational materials to which the Presentation relates. This Agreement shall be subject to termination immediately upon notice in the event that Customer breaches any terms or conditions of this Agreement. In the event of termination, Customer shall destroy all copies of the Recording made pursuant to this Agreement and shall provide certification to Savvas of such destruction.

6. This permission is granted without warranty of any kind. ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

7. LIMITATION OF LIABILITY. SAVVAS SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO THE RECORDING OR CUSTOMER'S USE THEREOF. IN ADDITION, SAVVAS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST SAVINGS OR LOST REVENUE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S USE OF THE RECORDING, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT SHALL SAVVAS' LIABILITY EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID BY CUSTOMER TO SAVVAS PURSUANT TO THIS AGREEMENT.

8. Customer shall not license, transfer or assign this Agreement or any rights granted under this Agreement to any third party without the express written authorization of Savvas. In addition, Customer shall not authorize or enable any contractors or any consultants or third parties to exercise any rights granted under this Agreement, without the express, prior written consent of Savvas. Any attempted transfer, license or assignment in violation of this Agreement shall be void. Subject to the limitations of this Section, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement as of the date first above written.

CUSTOMER

SAVVAS LEARNING COMPANY LLC

Signature: 

Signature: \_\_\_\_\_

Printed Name: Amy Stewart

Printed Name: \_\_\_\_\_

Title: Superintendent

Title: \_\_\_\_\_

Date: 10/29/20

Date: \_\_\_\_\_