



Golden Lady Unlimited, LLC

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LEASE AGREEMENT

Attention: The Introduction to Forensic Science CD and other materials in this package are provided to you only under the terms of the license agreement below and are not sold to you. The curriculum will be updated annually each July to reflect new developments in Forensic Science, including brand new modules and laboratory assignments and updates to existing modules.

Important: Carefully read this lease agreement before using the "Introduction to Forensic Science" program. Using the materials indicates your acknowledgment that you have read this agreement and accept its terms and conditions. If you do not agree to these terms and conditions, return this package, complete with the "Introduction to Forensic Science" CD, to the address above, and we will refund your lease fee. No refunds will be given if the "Introduction to Forensic Science" CD is damaged or any components are missing. Use of this curriculum is governed by the following terms:

1. Parties:

This lease is made and entered into upon the signing of this lease agreement between Golden Lady Unlimited, LLC (hereinafter referred to as "we", "us", or "our"), and the Lessee (hereinafter referred to as "you" or "your").

2. Term:

The term of this Lease shall remain in effect until either party terminates the lease by notifying the other party in writing. This Lease takes effect upon the date listed in the accompanying invoice, once both parties have signed the agreement. The Lease agreement ends upon written notification by either party.

3. Payment:

The Lessee shall pay to Golden Lady Unlimited, LLC for the use of the "Introduction to Forensic Science" multimedia program, the sum of \$495.00 per year for each class site invoiced (may only be installed on one computer per site). Lease shall be payable prior to the use of "Introduction to Forensic Science", to Golden Lady Unlimited, LLC, P.O. Box 927, Whittier, CA 90608. The license granted to you by this agreement is effective during your paid annual subscription period. Golden Lady Unlimited, LLC reserves the right to terminate your license if you violate any part of this agreement. In the event of termination, you must return all copies of the software and documentation to us. Golden Lady Unlimited, LLC warrants that for a period of 60 days from receipt of software, the disks will be free from defective material and workmanship under normal operating conditions. We will replace any defective CD at no charge. The publisher shall not be held liable for any damage or loss of any kind arising out of or resulting from your possession or use of the software (including data loss or corruption, regardless of whether or not such liability is based on tort, contract, or otherwise). If the foregoing limitation is unenforceable, the publisher's maximum liability to you shall not exceed the amount of the lease fees.

4. Lease:

Golden Lady Unlimited, LLC ("we", "us", or "our"), provides the Lessee ("you" or "your") with a Computer Program ("the Program") and accompanying documents (together called "the Package") and grants to you a license to use the Package in accordance with the terms of this Agreement. You are either a Single-user or a Multi-user of this Program. This software may only be installed or used on the computer for the class site leasing the Program. "Computer" is defined as a personal computer that is not used as a server for any number of computers linked together on any type of network. Use on a computer occurs when the Program is loaded onto the hard disk of the computer.

5. Intellectual Property:

(a) Ownership of the copyright, trademark, and all other rights, title and interest in the Package, as well as any copies, modifications, or merged portions made of the Program shall at all times remain with us. You must fully reproduce any copyright or other notices marked on any part of the Program on all copies of same. This Package is protected by local and international intellectual property laws, which apply but are not limited to our copyright, trademark, and patent rights.

(b) You acknowledge that the Package is proprietary. Except as expressly authorized herein, you agree to hold the Package within your organization and shall not, without our specific written consent, or as authorized herein, utilize in any manner or publish, communicate, or disclose to third parties any part of the Package.

(c) Upon termination of this agreement all hard copies of materials must be destroyed and all CD's returned to Golden Lady Unlimited, LLC. Failure to return CD's may result in additional charges.

6. Multi-user license

(1) You may:

- a. use the Program on a maximum of one computer for each instructional site leased.
- b. permit the maximum number of users as stated in the lease agreement to use the Program but may not transfer the Program between computers except where one computer is permanently replaced by another.

7. Rules Governing All Licenses

(1) You may:

- a. make one additional copy of the Program for archive and backup purposes for each instructional site leased;

(2) You may not:

- a. remove, obscure, or alter any Golden Lady Unlimited, LLC copyright mark or any other property right notice.
- b. use or transmit the Program for use on more than the number of classes authorized by this agreement.
- c. use this Program in any manner that infringes upon the intellectual property rights of Golden Lady Unlimited, LLC.

8. Reports and Inspection Right:

You shall institute reasonable measures to ensure compliance with this Agreement. Upon our request, you shall provide the reports as to usage as may be necessary to verify compliance with this Agreement. We shall have the right, upon reasonable notice, to inspect your facilities to verify compliance with this Agreement.

9. General:

This Agreement constitutes the entire agreement with respect to the Package and supersedes any other agreement or discussions, oral or written. This agreement may only be changed or waived by a written amendment signed by you and our CEO. No other person has the authority on our behalf to change or waive this agreement. This lease agreement governs your use of the package.

The parties hereto have executed this Lease Agreement.

LESSOR: GOLDEN LADY UNLIMITED, LLC

LESSEE: _____
(School District)

Number of sites _____

Purchase Order #: _____

By: _____

By: _____

Date: _____

Date: _____