SOFTWARE SUBSCRIPTION AGREEMENT

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   a. “Software” shall mean the computer program titled “MyDesign: A Learning Management System for Design.”
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b. You shall not sublicense or to make copies of the Software.

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a. You are solely responsible for the installation of the Software.

b. University does not guarantee any upgrades or fixes to or otherwise maintain the Software.

c. University does not guarantee any technical support.

d. You and Your Authorized Users are responsible for maintaining and protecting any files or other information saved using the Software. University will not be liable for any loss or corruption of any files or other information, or for any costs or expenses associated with backing up or restoring any Files.

e. You are responsible for safeguarding the usernames and passwords that You and your Authorized Users use to access the Software and You agree not to disclose this information to any third party.

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a. University shall own all rights, title, and interest in and to the Software. Except for the rights expressly provided to You herein, this Agreement does not grant You any right, title, or interest in the Software.

b. You shall own Your own data files, analyses, and similar works that result from Your use of the Software.

c. Neither Party shall use the name or trademarks of the other Party or names of employees of the other Party for commercial purposes without the prior written approval of the other Party. Notwithstanding the preceding statement, the University may identify You as a customer and user of the Software.

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a. University automatically collects the following information from Authorized users who make use of the Software: School ID, Class ID, Teacher ID, project description and associated resources, student submitted documents with Individual ID or Team ID, student document submission date, student document submission due date, teacher scores for student submitted documents, and teacher markups of student submitted documents.

b. University collects and uses Your data for the following purposes: to evaluate a variety of student and teacher outcomes, to evaluate the outcomes and efficacy of the Engineering For Us All (E4USA) Professional Development, and to evaluate the implementation of the E4USA course across geographically and demographically diverse sites. Your data will be accessed by the primary investigators of the E4USA grant, the research team members, and graduate students.

c. Identifying information will be replaced with a generic non-identifying number. Data will then be input and/or aggregated into a file. Data files will be stored on secure University servers and on password-protected computers in a locked office. We strive to keep personal data in our records only as long as they are necessary for the purposes they were collected and processed. Data will be retained for seven (7) years after the completion of the study, according to University policy on human subject files, and then destroyed.

d. University shall use any information received about students only for the purposes described in this Agreement, and will keep all students’ records confidential in accordance with the provisions of the Family Education Rights and Privacy Act.

e. Please reference https://umd.edu/privacy-notice for additional terms relating to the University’s use and retention of Your data.

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c. IN NO EVENT WILL THE UNIVERSITY’S TOTAL LIABILITY FOR THE BREACH OR NONPERFORMANCE OF THIS AGREEMENT EXCEED THE LICENSE FEE PAID TO THE UNIVERSITY UNDER THIS AGREEMENT.

9. INDEMNITY
   a. To the extent permitted by law, You hereby agree to defend, indemnify, and hold harmless the University and its employees, agents, directors, and officers from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses) relating to or arising in connection with any negligent act or omission by You, or Your Authorized Users, pertaining to Your activities and obligations under this Agreement.

10. TERM AND TERMINATION
   a. This Agreement and Your right to use the Software will take effect when You either (i) "ACCEPT" the terms of this Agreement by signing below or (ii) You install, access, or use the Software, and shall remain effective until July 1, 2022 unless earlier terminated as set forth below or extended by the Parties (the “Term”).
   b. The University reserves the right at any time to terminate this Agreement when it has any reasonable belief (i) of fraudulent or unlawful activity committed by You or Your Authorized Users with respect to your use of the Software, or (ii) of a violation of any term or condition of this Agreement. Termination will become effective upon your receipt of written notice of such a default.
   c. You may terminate this Agreement at any time by ceasing to use the Software and providing written notice of the same to the University.
   d. University may terminate this Agreement at any time upon fifteen (15) days written notice to You.
   e. Within thirty (30) days of any termination or expiration of this Agreement for any reason, You must certify to the University that you have deleted and/or destroyed all copies of any aspect of the Software in your possession.
   f. Sections 1, 4-9, 10f, and 11 will survive the termination of this License

11. MISCELLANEOUS
   a. This Agreement may be amended from time to time only by a written instrument signed by the Parties.
   b. No term or provision in this Agreement will be waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Failure by either Party to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by either Party of that or any subsequent default or failure of performance.
c. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such determination shall not affect the remaining provisions of this Agreement and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language.

d. This Agreement does not create a joint venture, partnership, employment, or agency relationship between the Parties.

e. No provision herein, express or implied, confers upon any person other than the Parties to this Agreement any rights, remedies, obligations, or liabilities hereunder.

f. This Agreement shall be binding upon and inure to the benefit of the Parties hereto. You may not assign this agreement without the University’s prior written approval.

g. This Agreement shall be governed by and interpreted in accordance with United States copyright law and the laws of the State of Maryland without reference to its conflicts of laws rules. Nothing in this Agreement is or shall be deemed to be a waiver by University of any of its rights or status as an agency and instrumentality of the State of Maryland.

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<LICENSEE>

BY:

Name and title: ________________________________

Signature: ________________________________

Date: ________________________________