



## SchoolhousePartners

P. O. Box 2059, Nashville, IN 47448-2059

Ph: 812-988-6400 • Fax 812-988-6479

Email: [info@schoolhousepartners.net](mailto:info@schoolhousepartners.net)

Web: [www.schoolhousepartners.net](http://www.schoolhousepartners.net)

## GRANTSELECT INSTITUTIONAL LICENSE AGREEMENT

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY BEFORE USING THE ONLINE PRODUCT. SCHOOLHOUSE PARTNERS LLC (hereinafter referred to as "SCHOOLHOUSE PARTNERS") IS THE SOLE AND EXCLUSIVE LICENSER OF THIS ONLINE PRODUCT WHICH IS LICENSED UNDER THE TERMS OF THE ONLINE LICENSE AGREEMENT PRINTED BELOW (hereinafter, "Agreement"). BY USING THE ONLINE PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. SCHOOLHOUSE PARTNERS EXPRESSLY DOES NOT AGREE TO LICENSE THIS ONLINE PRODUCT TO YOU UNLESS YOU ASSENT TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE FOLLOWING TERMS, YOU MAY, WITHIN THIRTY (30) DAYS THE DATE OF COMMENCEMENT, NOTIFY SCHOOLHOUSE PARTNERS OF YOUR DESIRE TO DISCONTINUE YOUR LICENSE AND YOU WILL BE CREDITED WITH A FULL REFUND.

GrantSelect is offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

### **Ownership**

Schoolhouse Partners is the sole and exclusive licensor of this online product and retains authority for issuing any and all subsidiary licenses. Except as expressly set forth herein, no part of the online product may be modified, copied or distributed in hardcopy or machine-readable form without prior written consent from Schoolhouse Partners. All rights not expressly granted are reserved by Schoolhouse Partners. Any other use of the online product by any person or entity is strictly prohibited and a violation of this agreement.

### **Scope of Rights Licensed (Permitted Uses)**

Schoolhouse Partners grants a limited, non-exclusive, non-transferable license to use the online product, in part or in whole, and to reproduce a single copy of limited portions for internal or personal use provided that a suitable acknowledgment is included on all copies in accordance with the terms of this agreement. To request permission to make additional copies of limited portions of the online product, contact [permissions@schoolhousepartners.net](mailto:permissions@schoolhousepartners.net). Upon remitting payment to Schoolhouse Partners, you may use or provide access to the online product only for employees, agents, representatives, customers or patrons as follows:

Pursuant to this agreement, access is granted to the online product for the limited purpose of searching the data contained in that product. There are no limits on the total number of users from Licensee who may use the database at any one time, but there are limits on types of users. The Licensee is authorized to access this product from networked terminals and permit concurrent usage by all Authorized Users. "Authorized Users" are:

**Persons Affiliated with Licensee.** Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of Licensee and the institution of which it is a part, regardless of the physical location of such persons. For Public Libraries, Authorized users include that institution's staff, and all persons holding a valid library card from Licensee's institution. This agreement also grants remote access to authenticated users who have a valid user name and password or can access the Website through a referring URL; control over authentication of users from Licensee and use of names and passwords are the responsibility of the institution subscribing to this service.

**Walk-ins.** Patrons not affiliated with Licensee who are physically present at Licensee's site(s) ("walk-ins").

Licensee is responsible for undertaking reasonable measures to prevent access by unauthorized or unauthenticated persons using its IP addresses, and Licensee will be responsible for any unauthorized access and any resulting downloading or reproduction. Users not at an authorized IP address or without a valid user name and password will not have access to the GrantSelect website (hereinafter, "Website"). The number of users from Licensee that may use Website may not exceed the size of the user population specified on the Registration form.

Except as otherwise set forth in this agreement, under no circumstances may the data resident in this online product, in whole or in part, be copied, modified, distributed, or made available in any media, including, without limitation, electronic media, with or without charge, to any persons other than you, your employees or your patrons. You may not decompile, disassemble or otherwise reverse engineer the software. In addition, data extracted from the online product is to be used only in accordance with the terms of this agreement.

#### **Multicampus or Consortium Access**

This Agreement does not permit sharing of the database subscription among entities within an institution with multiple campus locations or a regional consortium, unless specified otherwise in a separately negotiated agreement. Schoolhouse Partners reserves the right to refuse to grant a subscription to a Licensee claiming a range of IP addresses that, in the opinion of Schoolhouse Partners, represents more than one institution or campus.

#### **Linking to and Framing the Website**

You may create and publish links to the GrantSelect.com homepage and Welcome page. Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

#### **Browsers, Equipment and Accessibility**

The Licensee is solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software that conforms to GrantSelect's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Website.

Schoolhouse Partners shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to Schoolhouse Partners' compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, Schoolhouse Partners and its affiliates will be excused from such delay or performance.

### **Communications Authorities**

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. Schoolhouse Partners (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Licensee and Schoolhouse Partners caused by the failure for any reason of any communications facilities which Licensee or Schoolhouse Partners (or any of affiliates) has contracted from any public communications authority or private communications carrier.

### **Additional Restrictions**

You may not: (a) access the Website by any means other than a standard web browser having support for secure and encrypted communications, such as Netscape Navigator or Microsoft Internet Explorer; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service; (c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of Licensee's password, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application in any manner which is competitive with services provided by GrantSelect; and (e) knowingly use or permit any others to use any facilities or services of GrantSelect or its Licensors in connection with any effort that the Licensee knows seeks to breach the security or confidentiality of any other digital or on-line environment.

The Licensee understands that except for Schoolhouse Partners and GrantSelect Content, Schoolhouse Partners does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the GrantSelect Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Schoolhouse Partners. Schoolhouse Partners neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

The Licensee and its Authorized Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet,

we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws.

### **Restrictions on Transfer**

This license is non-transferable and may not be sold, assigned, transferred or sublicensed to any other person or entity, including without limitation by operation of law, without the prior written consent of Schoolhouse Partners. Any purported sale, assignment, transfer or sublicense without the prior written consent of Schoolhouse Partners will be void and will automatically terminate the license granted hereunder.

### **New Materials**

This agreement covers all tangible embodiments of the online product, including without limitation, the content and software resident therein, as well as documentation and regular and special updates and supplements if stipulated in the product description made available to you under this agreement.

### **Using Your Account**

The Licensee is entirely liable for all activities conducted through that Account, and is responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is an Authorized User. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Licensee's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name or password), you must promptly change your password and notify us of the problem by sending an email to [techsupport@grantselect.com](mailto:techsupport@grantselect.com).

### **Privacy**

Schoolhouse Partners is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties without your consent. Please consult our Privacy Policy for more information on our information collection, use and disclosure practices. You acknowledge that, although Schoolhouse Partners agrees to use its best efforts to comply with and to ensure that its Authorized Users, Content Providers, Distributors and Licensees comply with our Privacy Policy. Schoolhouse Partners cannot be held responsible for the actions of third parties who violate our Privacy Policy.

### **Posting Materials by Authorized Users**

Schoolhouse Partners may permit its Authorized Users to post materials on the Website. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. Schoolhouse Partners reserves the right to suspend or terminate any Account that is being used for commercial purposes, or is otherwise in violation of this Agreement.

By uploading materials to any message boards or other posting areas, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) Schoolhouse Partners a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed throughout the World. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

### **Submissions**

If the Licensee and/or its Authorized Users send us creative suggestions, ideas, notes, stories, messages, narratives, proposal packages, drawings, concepts, or other information or content ("Submissions"), the Submissions will be deemed, and shall remain, the sole and exclusive property of Schoolhouse Partners, and Schoolhouse Partners will be entitled to the unrestricted use of the Submissions for any purpose whatsoever, without compensation to Licensee or its users. None of the Submissions shall be subject to any obligation of confidence on the part of Schoolhouse Partners, and Schoolhouse Partners shall not be liable for any use or disclosure of any Submissions. Without limiting the generality of the foregoing, Schoolhouse Partners shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the World, and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise.

### **Limited Warranty and Limitation of Liability**

Neither Schoolhouse Partners nor its Licensors represent or warrant that the information contained in the online product is complete or free from error, and neither assumes, and both expressly disclaim, any liability to any person for any loss or damage caused by errors or omissions, whether such errors or omissions are the result of negligence, accident or any other cause. In addition, neither Schoolhouse Partners nor its Licensors makes any representations or warranties, either express or implied, regarding the performance of your network or computer system when used in conjunction with the online product.

Schoolhouse Partners warrants that the online product will perform in substantial compliance with the documentation and description of product content supplied. If you report a significant defect in performance in writing to Schoolhouse Partners, and Schoolhouse Partners is not able to correct same within sixty (60) days after its receipt of your notification, you may cancel the online product license and request a refund.

EXCEPT FOR THE 60-DAY LIMITED WARRANTY RECITED ABOVE, SCHOOLHOUSE PARTNERS, ITS AFFILIATES, LICENSERS, SUPPLIERS AND AGENTS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE ONLINE PRODUCT, INCLUDING WITHOUT LIMITATION THE SOFTWARE OR THE DATA RESIDENT IN THE ONLINE PRODUCT, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL SCHOOLHOUSE PARTNERS, ITS AFFILIATES, LICENSERS, SUPPLIERS OR AGENTS, BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE ONLINE PRODUCT REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER SUCH DAMAGES ARE DEEMED TO RESULT FROM THE FAILURE OR INADEQUACY OF ANY EXCLUSIVE OR OTHER REMEDY.

### **Governing Law**

This Agreement shall be interpreted and construed according to, and governed by, the laws of Indiana and the United States of America. The federal or state courts covering Indiana shall have jurisdiction to hear any dispute under this Agreement.

Schoolhouse Partners makes no representation that materials on GrantSelect are appropriate or available for use in all locations. Those who choose to access GrantSelect do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Products and services from Schoolhouse Partners are further subject to United States export controls. No software or content from GrantSelect may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Website, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **Trademark and Copyright Notices**

Copyright © 2008 Schoolhouse Partners LLC. All rights reserved. GrantSelect and/or all other logos, names and services incorporating the words "Schoolhouse Partners" and/or "GrantSelect" on the GrantSelect.com website are trademarks of Schoolhouse Partners. Other trademarks and names are the property of their respective owners.

### **Miscellaneous**

In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely

upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Schoolhouse Partners may assign its rights and obligations under this Agreement and upon such assignment Schoolhouse Partners may be relieved of any further obligation hereunder. You represent to Schoolhouse Partners that you have the authority to subscribe to and/or use GrantSelect according to the terms and conditions of this Agreement.

**Acceptance**

By using and/or subscribing to the Website, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit Schoolhouse Partners to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

**Questions**

If you have any questions about this Agreement, please email us at:  
[legal@schoolhousepartners.net](mailto:legal@schoolhousepartners.net)