

TERMS OF USE AND SERVICE LICENSING AGREEMENT

By accessing or using our product and our services, you, the user, whether personally or on behalf of an entity (“you,” “user,” “end user,” “client,” “network”), hereby agree to be bound by the following Terms of Use and Service Licensing Agreement (“License,” “Agreement”) and all terms incorporated herein by reference. The same Agreement is entered into by the Client subscribed under the above named Serial Service Number (“SSN”), which Client must maintain an up-to-date, complete, and subscribed License, the original of which must be on file with the Server, and a copy of which must be retained in their records. If you do not agree to abide by this Agreement, cease and desist from (or do not access) this Product, files, and all related services. This Terms of Use and Service Licensing Agreement is effective as of June 1, 2019. [Notice of Disambiguation of Terms: All key words and terms specific to this Agreement are identified following their definition in parenthetical quotations (i.e., “definition (“term”)”).]

1. Acceptance of Terms

The following Terms of Use and Service Licensing Agreement (this “Agreement” of this “License” and all incorporated “Terms”) is hereby entered into between Antarah A. Crawley (“Proprietor,” “Server,” “Contractor,” “Principal,” “Owner”), trading as New Syllabus (“NS”) brand Information Systems Intelligence Service (“infoSystems Intel Service”), and the subscribed purchasing agent (“Client”) to obtain a license to use the Information Processing Systemtheory (“infoSystemtheory,” “Systemtheory,” this “Product”), and for the purpose of administering the same Product to end user(s), being the Client and/or an identified group of persons (“Network”) for which a full and complete Network Configuration is set forth on Schedule A attached hereto.

The Product shall include (1) the physical medium (“disk,” “hard disk,” “USB Access Card,” “newsyllabus.org”) and digital files (“drive,” “newsyllabus.org/infosystems”), (2) license (this Agreement), and/or (3) the service manual as set forth on Schedule B attached hereto (collectively, the “Program”). Any and all terms set forth in this Agreement shall encompass and apply to the above listed Program components, which components jointly and severally shall comprise and identify the Product.

Any and all persons who access this Program or any file herein contained or any of the above listed Program components shall be deemed a “user” or “end user” of this Product and shall be subject to the terms of this Agreement.

Any and all support or assistance rendered, dispensed, or performed for or on behalf of any user respecting the running or operation of this Program shall be deemed “services”; and any and all such services shall be subject to the regulatory policy (“process”) set forth in the service manual.

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The definition of service shall include oral and written codes, policies, and procedures (“commands,” “instructions”) promulgated, issued, or administered by the Server to users by or through any medium of communication. The Server hereby reserves the right to render, dispense, or perform services to end users at its own discretion under the terms set forth in Schedule A.

At its discretion, the Server may offer additional program services and/or products, or update, modify, or revise any current content and/or services, and this Agreement shall apply to any and all additional services and/or products and any and all updated, modified, or revised services as stipulated.

2. Business Propriety Information; Intellectual Property

New Syllabus (“NS”) Information Systems Intelligence Service (“infoSystems Intel Service”) is and shall remain a brand name, trade name, service mark, and trademark owned and copyrighted 2019 by Antarah A. Crawley; all rights are reserved in perpetuity. All end users herein acknowledge, understand, and agree that there is no assignment of any rights or licensure with respect to intellectual property (“IP”) or other business proprietary information set forth in any provision of this Agreement. Business proprietary and intellectual property rights shall mean all rights in and to any copyright, trademark, trading name, design, patent, know how (“trade secrets,” “process”) and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights. All end users herein agree not to display and/or use in any manner the Program, Service, or Server’s logo, marks, or other intellectual property without obtaining the Server’s prior written consent.

The files contained in this Program are and shall remain business proprietary in nature and not to be used, accessed, reproduced, stored in a retrieval system or transmitted in any form by any means without prior written authorization by or through this Agreement or the Server.

3. Limitation of License

The Server hereby grants the Client a non-exclusive, non-transferable license to use, employ, and administer the Program on behalf of their Network for the purposes of education, research, and development wherein any such development shall remain the intellectual property of the Server.

The Client shall be so licensed under the Client Serial Service Number (SSN) affixed to (1) this Agreement, (2) the enclosed Disk, and (3) the Access Card. The SSN shall identify the Client or Network as a licensed and authorized user of NS proprietary infoSystems, and must be presented to the Server in one of the three aforementioned media in order to access and receive service.

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Any and all users herein agree not to replicate, duplicate, copy, trade, sell, resell, nor exploit for any commercial reason any part, use of, or access to this Program and/or services. Furthermore, the Client and users shall not disclose or reveal the contents of the Disk by or through any medium of communication to persons outside of the Network set forth on Schedule A.

4. System Support Services

It is the responsibility of the user to contract system support services to ensure the proper, efficacious, and compliant use of the Program. The Server disclaims Program malfunction or nullification resulting from user's failure to properly apply, operate, and/or understand the Program. Licensed Network users may access system support services through remote and local Information Process Service ("service"). The terms of such service shall be regulated by the service manual.

5. Limitation of Liability

All users herein agree to insure and hold the Server, its affiliates, agents, officers, and/or partners blameless, harmless, and/or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content or conduct any user of this Program and/or service may commit, submit, transmit, remit, or otherwise perform and/or make available through this Program, services, or users' connection or understanding with the use thereof, users' violation of these Terms of Use and Service, and/or users' violation of any such rights of another. The liability of the Server with respect to the Product and the good faith performance of the Program shall be eliminated to the fullest extent of the law.

6. Indemnity.

The Client shall indemnify, defend, and hold harmless the Server from and against any and all claims, demands, actions, suits, and punitive, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages which may be related to the loss of any profits, goodwill, use, data, and/or other intangible losses incurred or resulting from the use, misuse, or inability to use the Program and/or services.

In the event any user has a dispute, such user(s) hereby agree to release the Server, its affiliates, agents, officers, and/or partners, and any other third parties from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

7. Warranty Disclaimer

Any and all users herein expressly agree that the use of this Product and services is at the sole risk of the user (you). Such Products and services shall be provided on an “as is” or “as available” basis. The Server, its affiliates, agents, officers, and/or partners expressly disclaim any and all warranties of any kind whether expressed or implied, including but not limited to any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.

The Server, its affiliates, agents, officers, and/or partners make no such warranties that (1) our product and services will meet your requirement; (2) our product and services shall be uninterrupted, timely, secure, or error-free; (3) that such results as may be obtained from the use of our product and services will be accurate or reliable; (4) quality of any products, services, any information or other material which may be purchased or obtained by users through our services or products will meet your expectations; and (5) that any such errors contained in the product shall be corrected.

Any information or material downloaded or otherwise obtained by way of our product or services shall be accessed by users’ sole discretion and sole risk; and as such users shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer or for any loss of data that could result from the download or access of any such information or material.

No advice and/or information, despite whether written or oral, that may be obtained by you from the Server or by way of or from our services shall create any warranty not expressly stated in this Agreement.

8. Waiver and Severability of Terms.

At any time should the Server fail to exercise or enforce any right or provision of these Terms of Use and Service, such failure shall not constitute a waiver of such right or provision. If any provision of this Licensing Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

9. Entire Agreement.

These Terms of Use and Service and all terms incorporated herein by reference constitutes the entire Agreement between any and all users and the Server and shall govern the use of the

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Product and services, superseding any prior agreement or understanding between such users and the Server with respect to the Product and services.

10. Statute of Limitations

You acknowledge and agree that any claim or action arising out of or related to the use of our products and services must be filed within 2 years after said claim or cause of action arose or shall be forever barred.

IN WITNESS WHEREOF, the subscribed parties have executed these Terms of Use and Service Licensing Agreement on the date of:	
this _____ day of _____, _____	
/s/	/s/
Antarah A. Crawley, General Contractor; Server	Client; Name:
New Syllabus infoSystems Intelligence Service	Entity:
(202) 957-6290; director@newsyllabus.org	Capacity:
<i>THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE:</i>	
SCHEDULE A	
Network Configuration	
1. Serial Service No. (SSN):	
2. Network Name:	
3. Network Administrator:	
4. Network Peers; End User Names:	/s/ <i>Signature of end user(s):</i>
User Name: -01	/s/ date:
User Name: -02	/s/ date:
User Name: -03	/s/ date:
User Name: -04	/s/ date:
User Name: -05	/s/ date:
User Name: -06	/s/ date:
User Name: -07	/s/ date:
User Name: -08	/s/ date:

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User Name: -09	/s/ _____ date: _____
Continued on attachment [](check if yes)	See attachment:
5. Profile; type:	
6. Commission: 6(a) Charges:	[] yes / [] no [if yes, please note (a)]
7. Commission Expiry Date:	
8. Program Purchase Price:	\$ _____
9. Prorated Base Term Service Hours (included in purchase price)	_____hrs. Open Office Hours: _____
10. Base Term Expiry Date:	
SCHEDULE B	
The service manual is <i>Information Processing Systemtheory</i> last modified 1 October 2019.	

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