

UNLIMITED LICENSE FOR INTERNAL DUPLICATION AND TRANSMISSION

THIS UNLIMITED LICENSE FOR INTERNAL DUPLICATION AND TRANSMISSION (the "Agreement") is entered into as of _____ date _____ the "Effective Date") between Edge Training Systems, Inc., 491 Southlake Blvd., Richmond, VA 23236 (hereinafter called "Producer"), and _____ name and address of company _____ (hereinafter called the "Licensee").

WITNESSETH

1. The Producer grants to Licensee the non-exclusive right (the "Right") to transmit and reproduce the _____ title of video _____ video with related leader's guides, participant guides and presentations (the "Licensed Property") copyright number _____ for employee learning and development within the continental United States, Alaska, Hawaii and Canada provided that Licensee agrees to limit the use of said Licensed Property to those display purposes and conditions as specified in this Agreement. All rights not specifically granted to Licensee are reserved to the Producer.
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4. Licensee agrees that reproductions and transmissions will include the copyright notice in the same form and in the same place it appears on the Licensed Property.
5. Licensee represents that they have between _____ beginning range of license _____ and _____ ending range of license _____ employees in their organization. Based on the number of employees within the organization, the Licensee shall pay a Distance Learning Fee of _____ license fee _____.
6. Licensee will be provided with one master copy of the video program and an electronic copy of the ancillary products (licensed property). Available formats for the video program are MPEG1, WMV, Quiktime, DVD, VHS. Licensee has requested the following format insert format requested _____ insert format requested _____. Leader's and Participant guides will be provided in Adobe Acrobat format.

7. When using an outside vendor for duplication, transmission or training, the Licensee will take reasonable business care and prudence in ensuring that no unauthorized copies are made and that vendor returns all copies provided once the services are rendered.
8. In the event of default by Licensee on any terms and/or requirements provided for hereunder, Licensee would be given notice of such default immediately via facsimile. If the default is not remedied within five days after receipt of such notice, and if the default is prior to the transmission of the Licensed Property, the Agreement will be terminated and legal action may be taken. In the event of such termination, all rights shall immediately revert to the Producer. Licensee shall pay any applicable attorney fees incurred in association with the termination and/or breach of this Agreement.
9. This Agreement represents the entire Agreement between the parties relating to the subject matter hereof and supersedes all prior representations, understandings, discussions, negotiations, correspondence, and agreements, whether written or oral and whether by either party's employees or representatives. Licensee has not relied on any representation, agreement or understanding not expressly set forth herein.
10. The parties agree that this Agreement shall be governed by and construed under the internal laws of the Commonwealth of Virginia, as applicable to agreements made and to be performed in such state, without regard to principles of conflicts of law.
11. This Agreement may not be assigned by Licensee without the prior written permission of the Producer.

IN WITNESS WHEREOF, The parties have caused this Agreement to be executed as of the day and year first written above.

PRODUCER:

LICENSEE:

EDGE TRAINING SYSTEMS, INC.

By: _____

By: _____

Grace M. Cardenuto
Manager, Distribution & Licensing

Name: _____
Title: _____

Date: _____

Date: _____