

Appendix E to DIR Contract No DIR-SDD-1950
Gruene Technology Group Agreement of Use
For Insert Customer Name

This Agreement of Use (“AGREEMENT”) is made between GRUENE TECHNOLOGY GROUP, LLC and **Insert Customer Name** (“CUSTOMER”) for training materials created by GRUENE TECHNOLOGY GROUP, LLC for use by the employees of CUSTOMER. The training materials referenced in this agreement pertain to the contents provided to CUSTOMER on the **Insert Title or Titles** hosted service, SCORM download or DVD. The training materials pertain to all content licensed on purchase, including individual files and content within, even when these files are removed from the DVD and placed in other locations. CUSTOMER is given rights to use the training materials created by GRUENE TECHNOLOGY GROUP, LLC as indicated in this agreement. Any other use without written consent from GRUENE TECHNOLOGY GROUP, LLC will be a conflict of use. This agreement will be in effect from time of delivery of the hosted service, SCORM download or the DVD product in **Insert Month and Year**.

GRUENE TECHNOLOGY GROUP, LLC will provide CUSTOMER with a choice of a hosted service, SCORM download or DVD containing media files to be used for training purposes. CUSTOMER is authorized to use the training materials provided by GRUENE TECHNOLOGY GROUP, LLC for CUSTOMER employees on CUSTOMER property (computers or other means of distribution). The training materials provided by GRUENE TECHNOLOGY GROUP, LLC are not to be distributed by CUSTOMER outside of CUSTOMER.

Additionally CUSTOMER may not distribute, resell, reproduce or transmit in any form the training materials supplied by GRUENE TECHNOLOGY GROUP, LLC by any means, electronic or mechanical, including photocopying, recording or information storage and retrieval systems, for any purpose other than specified in this document for the sole use by the employees of CUSTOMER, without expressed written permission of GRUENE TECHNOLOGY GROUP. If there is a conflict of use or violation of this agreement by CUSTOMER, the CUSTOMER must stop using and subject to State of Texas records retention laws and policies, destroy all copies of the training materials provided by GRUENE TECHNOLOGY GROUP, LLC. Subject to the provisions, limitations, and defenses of Texas law, GRUENE TECHNOLOGY GROUP, LLC may elect to pursue all legal remedies, including an injunction to restrain the violation as well as to seek monetary damages, including all associated legal fees due to the conflict of use or violation.

This agreement is governed by the laws of the State of Texas and any claims or disputes associated with this agreement will be conducted in Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

The signatures below indicate acceptance and understanding in the manner in which the content can be used, and agreement to use the content only in such manner as described herein.

Insert Customer Name

Gruene Technology Group, LLC

Signature

Signature

Print
Name

Print
Name

Title

Title

Address

Date