NDCA PREMIER LIMITED USAGE AGREEMENT

THIS LIMITED USAGE AGREEMENT is entered into this (day) day of (month & year) by and between National Dance Council of America, (**NDCA**), hereafter noted as licensor, and (legal owner) ("**Licensee**").

WITNESSETH:

WHEREAS, NDCA is the owner of **NDCA Premier** competition software; and

WHEREAS, Licensee desires to obtain a non-exclusive license to use **NDCA Premier** competition software in connection with the NDCA Sanctioned competition known as: (name of competition)

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. **GRANT. NDCA** hereby grants to **Licensee** a non-exclusive, royalty free license to use **NDCA Premier** only in conjunction with the **Authorized Use.**

2. **PERIOD OF USAGE.** The Period of Usage shall be from today through (competition end date)

3. **OWNERSHIP OF MARK. Licensee** acknowledges that **NDCA is** the owner of **NDCA Premier** and that all of **Licensee's** use under this Agreement shall be limited to the approved **NDCA** recognized competition. **Licensee** acknowledges that it is not acquiring any interest in or rights to **NDCA Premier** apart from the rights set forth in this Agreement. **Licensee** shall not contest or deny **NDCA's** ownership or validity of **NDCA Premier** or assist others in doing so in any way.

4. **LIABILITY. NDCA** assumes no liability to **Licensee** or to any third party with respect to **Licensee's** use of **NDCA Premier. Licensee** assumes sole responsibility for the usage of **NDCA Premier** that includes, but is not limited to, achieving results; installation; use of software; training on usage. **NDCA Premier** is provided 'as is' without warranty of any kind, either express or implied.

5. **INDEMNITY. Licensee** agrees to indemnify, defend and hold harmless **NDCA** and its subsidiaries, affiliates, officers, employees, agents, representatives and assignees against, any loss, liability, taxes or damages (actual or consequential) arising from or in connection with **Licensee's** use of **NDCA Premier**.

6. **ASSIGNMENT.** This Agreement may not be voluntarily or involuntarily, directly or indirectly assigned, sold, or otherwise transferred by **Licensee** without the prior written approval of **NDCA,** and any such assignment or transfer without such approval shall constitute a breach hereof and convey no rights or interest in **NDCA Premier** to such assignee.

7. **NO REVERSE ENGINEERING; NO DERIVATIVE WORKS**. Licensee agrees not to modify, reverse engineer, adapt, disassemble or decompile the Software, or any portion thereof. You may not create derivative works based on the Software or any part thereof.

8. Licensee further agrees that it will not use the NDCA Premier competition software in conjunction with the names or logos of other companies or any third parties.

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

National Dance Council of America

By: _____
NDCA, Richard Booth

Licensee Sign Here:

By: _____
Licensee, (Printed Name)

At least one legal owner must sign this document.
If a Corporation or LLC, then a principal owner must sign.