

LIMITED COPY PERMISSIONS

A. Definitions

1. COPYRIGHT HOLDER: DynaStudy, Inc. (“DynaStudy”), a Texas corporation, currently located at 1401 Broadway St., Ste. 100, Marble Falls, TX 78654
2. SCHOOL: [SCHOOL NAME] located at [SCHOOL ADDRESS] in the school district named below (DISTRICT).
3. DISTRICT: [DISTRICT]
4. TITLE: [TITLE], © 2018 DynaStudy, Inc.
5. START DATE: [ORDER DATE]
6. TERMINATION DATE: Termination occurs when DynaStudy publishes a new version of TITLE to address a change to the TEKS and DynaStudy provides notice to SCHOOL, unless these LIMITED COPY PERMISSIONS are terminated for cause at an earlier date (*see Section E*).
7. COURSES: All courses associated with [SUBJECT PORTION OF TITLE] including remedial, lower, regular, ESL/ELL/bilingual/dual language, or advanced courses.
8. PURCHASE BASIS ENROLLMENT: SCHOOL or DISTRICT purchased [# BOUGHT] student enrollment in COURSES.
9. SCHOOL STUDENTS: Students enrolled at SCHOOL in any grade level.
10. SCHOOL TEACHERS: Employees of DISTRICT whose primary job is to teach SCHOOL STUDENTS. Instructional specialists who support more than one school are specifically excluded.
11. SCHOOL ADMINISTRATORS: Employees of DISTRICT whose primary job is located at SCHOOL. Employees with an office in DISTRICT that is outside SCHOOL are specifically excluded.
12. ORIGINAL FILE: The digital file of TITLE provided to SCHOOL by COPYRIGHT HOLDER subject to these LIMITED COPY PERMISSIONS terms for the payment indicated on DynaStudy Invoice # [INVOICE NUMBER].
13. DERIVATIVE WORKS: Any digital or physical work made by any person or organization using the content in ORIGINAL FILE.
14. DIGITAL MATERIAL: Either ORIGINAL FILE or any digital file made using ORIGINAL FILE, including any digital DERIVATIVE WORKS.
15. PRINTED MATERIAL: Either printed DIGITAL MATERIAL or copies of same or any other physical DERIVATIVE WORKS.
16. REQUIRED NOTICES: Either the Notices found on the ORIGINAL FILE or the JPG image of REQUIRED NOTICES provided by COPYRIGHT HOLDER or the Notices Text below:

Notices: This work is a DERIVATIVE WORK of [TITLE], © 2018 DynaStudy, Inc., which is owned and copyrighted by DynaStudy, Inc. Per the terms of its LIMITED COPY PERMISSIONS for [SCHOOL NAME] in [DISTRICT], DynaStudy owns this work; retains exclusive rights to its use and distribution except as specifically granted by DynaStudy in writing; and, unless termination has occurred, permits limited use of printed copies of this work by this one school's students, teachers, administrators and contractors and permits limited use of digital versions or copies of this work by this one school's teachers and administrators. All use, copying, or distribution of this work outside this one school, unless covered by a separate agreement, are strictly prohibited. For complete LIMITED COPY PERMISSIONS terms; to confirm whether termination has occurred; and/or to report use, copying, or distribution outside this one school, email copyrights@dynastudy.com.

B. Permissions Granted by COPYRIGHT HOLDER

1. Use of Printed Material: PRINTED MATERIAL may be used, for school use only, by SCHOOL STUDENTS, SCHOOL TEACHERS, and SCHOOL ADMINISTRATORS. These copies may be enlarged and of any size and may be taken home for the purpose of completing homework, studying, or preparing lessons. To be clear, employees at the SCHOOL may not transmit, distribute, or provide any PRINTED MATERIAL to teachers, principals, other educational professionals, or any other persons or entities NOT employed by DISTRICT at the SCHOOL.
2. Use of Digital Material: DIGITAL MATERIAL may be used by SCHOOL TEACHERS and SCHOOL ADMINISTRATORS at SCHOOL in order to display content at SCHOOL or in order to create PRINTED MATERIAL. To be clear, employees at the SCHOOL may not transmit, distribute, or provide any DIGITAL MATERIAL to SCHOOL STUDENTS or to teachers, principals, other educational professionals, or any other persons or entities NOT employed by DISTRICT at the SCHOOL.
3. Clarification of Use by Substitute Teachers: Substitute teachers may use PRINTED MATERIAL while at SCHOOL and only in the course and scope of their duties with the SCHOOL.
4. Clarification of Use by District Personnel: Use by District Personnel who are not employed exclusively at the SCHOOL, including instructional, curriculum, and testing specialists, is prohibited under this agreement. Contact the COPYRIGHT HOLDER to purchase district-wide limited copy permissions.
5. Term of LIMITED COPY PERMISSIONS: Upon payment of DynaStudy Invoice # [INVOICE NUMBER], the specific permissions granted in this Section B are in effect from START DATE until TERMINATION DATE when DynaStudy publishes a new work for the same grade, subject, and purpose, and no sooner than the next implementation of updated science TEKS (currently scheduled for August 2022), or until these permissions are terminated for cause (*see Section E*), whichever is sooner. DynaStudy will provide notice to the SCHOOL of the existence of a new work and the termination of these LIMITED COPY PERMISSIONS. If a new work is published, the SCHOOL shall destroy and not use any of the PRINTED MATERIAL, DIGITAL MATERIAL, or DERIVATIVE WORKS after notice from DynaStudy is provided.

C. Intellectual Property, Required Notices, and Notifications

1. Intellectual Property: All DERIVATIVE WORKS are, upon creation, assigned to COPYRIGHT HOLDER. No person or entity may seek to register or secure any Intellectual Property rights in or to ORIGINAL FILE or any DERIVATIVE WORKS. SCHOOL or DISTRICT shall notify COPYRIGHT HOLDER of any infringements or imitations by others of ORIGINAL FILE or of any DERIVATIVE WORKS to which it becomes aware via email to copyrights@dynastudy.com. Neither the SCHOOL, DISTRICT, nor any of its employees or contractors, during the term of these LIMITED COPY PERMISSIONS, or at any time thereafter, shall dispute or contest, directly or indirectly, the right, title, or interest in or to the Intellectual Property of COPYRIGHT HOLDER, including its copyrights, trademarks, and ownership of TITLE and of any and all DERIVATIVE WORKS.
2. Required Notices Deviation: ORIGINAL FILE is provided with important Notices to make any and all persons aware of Intellectual Property issues and several of these LIMITED COPY PERMISSIONS terms. Under no circumstances should these Notices be removed from ORIGINAL FILE. All PRINTED MATERIAL or DIGITAL MATERIAL must include REQUIRED NOTICES. In the case that any PRINTED MATERIAL or DIGITAL MATERIAL that does not display REQUIRED NOTICES is identified, SCHOOL shall report the material to COPYRIGHT HOLDER within 10 business days of its discovery via email to copyrights@dynastudy.com.
3. Additional Distribution Deviation: Employees and contractors of SCHOOL may not distribute, either directly or indirectly, such as by making materials available on a server or in print for other persons or entities to access, any DIGITAL MATERIAL or PRINTED MATERIAL, except as is specifically permitted in Section B. SCHOOL shall report any intentional or unintentional additional distribution, meaning all distribution or use other than the specifically permitted distribution and use described in Section B, to COPYRIGHT HOLDER within 10 business days of its discovery via email to copyrights@dynastudy.com.
4. Enrollment Increases: If ever the student enrollment at SCHOOL in COURSES exceeds the PURCHASE BASIS ENROLLMENT, the SCHOOL shall make an incremental purchase of LIMITED COPY PERMISSIONS for the additional students at then-current pricing to increase the PURCHASE BASIS ENROLLMENT. Request a quotation by emailing sales@dynanotes.com.
5. Notice of New TEKS and New Publication: COPYRIGHT HOLDER will provide written notice to the attention of the principal of SCHOOL at least 30 days before termination of these LIMITED COPY PERMISSIONS due to a new publication. The termination letter will specify a timeframe of not less than thirty (30) days for all PRINTED MATERIAL, DIGITAL MATERIAL, and DERIVATIVE WORKS in the possession of anyone at SCHOOL to be deleted or destroyed.

D. Reasonable Steps and SCHOOL/DISTRICT Protections

1. Reasonable Steps: When these LIMITED COPY PERMISSIONS are not strictly adhered to, SCHOOL shall take reasonable steps to address the issue and prevent future issues upon the request of COPYRIGHT HOLDER. Reasonable steps should not be unduly burdensome or costly. Examples of Reasonable Steps are as follows:
 - a. SCHOOL must add REQUIRED NOTICES to any PRINTED MATERIAL or DIGITAL MATERIAL found without REQUIRED NOTICES, or else destroy said PRINTED MATERIAL or DIGITAL MATERIAL. For example, this may require the creation of permanent black and white stickers with the Notices Text on each to add to all copies of PRINTED MATERIAL found without REQUIRED NOTICES.
 - b. SCHOOL must remove files from servers and computers and remove PRINTED MATERIAL from locations that could result in Additional Distribution.
 - c. SCHOOL must email a reminder to personnel of LIMITED COPY PERMISSIONS terms.
2. Intent to Protect: By providing these written LIMITED COPY PERMISSIONS terms, COPYRIGHT HOLDER intends to provide flexibility and protections to SCHOOL with respect to the use, copying, and distribution of ORIGINAL FILE and of any DERIVATIVE WORKS of TITLE by SCHOOL within the limits described. The causes for termination of these LIMITED COPY PERMISSIONS described in Section E are avoided by adhering to the permissions described in Section B, by ensuring the continued use of REQUIRED NOTICES, by proactively informing COPYRIGHT HOLDER of any deviations, and by taking Reasonable Steps upon request.

E. Termination of these LIMITED COPY PERMISSIONS

1. Termination for Cause: The following can result in the termination of these LIMITED COPY PERMISSIONS:
 - a. Intentional removal of REQUIRED NOTICES is cause for termination.
 - b. Intentional Additional Distribution is cause for termination.
 - c. Failure to report Deviations is cause for termination.
 - d. Failure to take Reasonable Steps upon request by COPYRIGHT HOLDER is cause for termination.
2. Termination for Cause Process: In the event that COPYRIGHT HOLDER elects to execute a Termination for Cause, COPYRIGHT HOLDER will send a termination letter to the attention of the principal of SCHOOL. The termination letter will specify a timeframe of not less than two (2) weeks for all PRINTED MATERIAL and DIGITAL MATERIAL in the possession of anyone at SCHOOL to be deleted or destroyed. At the time of the deadline, the permissions and protections granted to the SCHOOL in this LIMITED COPY PERMISSIONS document become null and void. No refund will be provided. It is solely up to COPYRIGHT HOLDER as to whether future orders for LIMITED COPY PERMISSIONS will be accepted or processed for SCHOOL or DISTRICT.