

User License Agreement (EULA)

Introduction

As part of the IFF's ongoing campaign to protect the copyrights of the materials it publishes, we are asking all purchasers to enter into a License Agreement with the International *Feldenkrais* Federation Distribution Center (IFF). The materials are published by the IFF to support and promote the development of our professional field. Protecting the IFF materials:

- Allows the IFF to continue to produce these and additional Materials and make them available to practitioners
- Maintains the IFF's relationship with the copyright owner, the Estate of Moshe Feldenkrais
- Prevents the Materials from entering into the public domain, and so protects the Materials from unauthorized use, for the life of the copyright

Summary of License Agreement Terms

Summary of License Agreement Terms: Although the specific terms set forth below in the main portion of the User License Agreement will prevail over any inconsistent term in this summary, this summary attempts to provide a brief "plain English" summary of some of the terms of the Agreement. This section does not attempt to summarize all of the material terms of this Agreement, and because of its "plain English" approach may have some ambiguities. You should read, understand and agree to all of the terms of the License Agreement in full, because You hereby acknowledge that the following summary shall not be binding if one or more parts of the License Agreement conflict or are contradictory with this Summary of License Agreement Terms.

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- Any broadcast or distribution of the materials (for example: on radio, broadcast television, cable television, film, or by webcasting, streaming audio or video over the Internet, podcasting and all other forms of distribution), except with specific written permission of the IFF
- Loaning or lending the materials, including providing them to a library for that purpose.

If you are purchasing these materials for a *Feldenkrais* guild or association the terms are slightly different. Please read sections 2.1, 2.2 and 2.3 for details.



User License Agreement

This License Agreement (the "Agreement") is made and entered into by International *Feldenkrais* Federation Distribution Center, Inc., a corporation organized under the laws of the state of Oregon, located at 5441 SE Belmont Street, Portland, Oregon 97215, USA (the "IFF") and you ("You"/"Your"/"Licensee").

IT IS AGREED:

- The IFF owns certain rights to certain printed, digital text, audio and visual works relating to the *Feldenkrais Method* and various trainings therein;
- The IFF has or has had created certain audio and video tapes containing certain educational audio and visual works (the "Materials") and desires to make them available to *Feldenkrais Method* teacher-practitioners and trainees, pursuant to the terms and conditions set forth herein; and
- Licensee is a *Feldenkrais Method* teacher-practitioner or trainee in the *Feldenkrais Method* and is interested in obtaining copies of certain of the Materials for use pursuant to the terms and conditions set forth herein.

THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

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1.1 Purchase by individual teacher, practitioner or trainee of the *Feldenkrais Method* Except as expressly set forth herein, where the licensee is an individual teacher, practitioner or trainee in the *Feldenkrais Method*, the Licensee may not, and may not permit others, to:

1. copy, duplicate, transmit and/or publicly broadcast the Materials, in any form: printed, recorded on magnetic, optical or other media (tapes or discs, etc.), posted on the Internet, websites, electronic bulletin boards, and in other digital formats and any other formats that exist or may be created in the future, and on radio, broadcast television, cable television, film, or by webcasting, streaming audio or video over the Internet, podcasting and all other forms of distribution, except as expressly set out herein
2. loan or lend the Materials, including providing them to a library or other entity that may use the Materials for that purpose
3. remove any portion of the copyright and other proprietary notices and credits contained in the Materials as provided by the IFF

1.2. Licensee may:

1. display or perform the materials, or allow the materials to be displayed or performed, for the education of *Feldenkrais* teacher-practitioners, for the education of trainees in *Feldenkrais* training programs and with/to members of the public, for educational purposes

2. where the physical embodiment of the Materials is text or audio material in a compressed format, make copies, for your own personal use, onto up to three (3) personal computers or digital devices that you personally own.

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1. copy, duplicate, transmit and/or publicly broadcast the Materials, in any form: printed, recorded on magnetic, optical or other media (tapes or discs, etc.), posted on the Internet, websites, electronic bulletin boards, and in other digital formats and any other formats that exist or may be created in the future, and on radio, broadcast television, cable television, film, or by webcasting, streaming audio or video over the Internet, podcasting and all other forms of distribution, except as expressly set out herein
2. remove any portion of the copyright and other proprietary notices and credits contained in the Materials as provided by the IFF

2.2 The Guild/Association Licensee may:

Loan or lend, display or perform the materials, or allow the materials to be displayed or performed, for the education of *Feldenkrais* teacher-practitioners, for the education of trainees in *Feldenkrais* training programs and with/to members of the public, for educational purposes

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1. The Materials will be stored safely and securely as possible so as to minimize the chances for theft, unauthorized use or copying;

2. Loans of the Materials may only be made to practitioners and trainees of the *Feldenkrais Method*, authorized training programs (those accredited by training accreditation boards or taught by Mia Segal or Yochanon Rywerant) and/or to other Guild/Associations which are member organizations of the IFF, who must agree to the restrictions on the use of the Materials as set forth herein;
 3. Whenever the Materials are loaned or otherwise made available to others by the Guild/Association, the Guild/Association will provide with the Materials information in the appropriate language(s) about the copyright protection of the Materials and that the Materials are to be used only in connection with the terms set forth herein; and
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 5. Should the Guild/Association cease operations, cease to be a legal body, be dissolved voluntarily or involuntarily and/or be the subject of a bankruptcy petition, the Licensee agrees to transfer the Materials to a national Guild/Association which is a member organization of the IFF, or return the materials to the IFF, at the Licensee's cost.
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3. Fundamental Term. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY TO ALL CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND LIABILITY BASED UPON THE PROVISIONS OF ANY PART OF THIS AGREEMENT AND ANY FEDERAL, STATE AND/OR LOCAL LAW AND/OR ORDINANCE. THE LIMITATIONS ON LIABILITY REPRESENT A FUNDAMENTAL TERM OF THIS AGREEMENT AND THE IFF WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THEIR INCLUSION.

7. Indemnification. Licensee agrees to indemnify and hold harmless the IFF, its officers, directors, members, employees, and agents, from and against any and all claims, actions, losses, damages, demands, costs, attorneys' fees and all other expenses relating or incidental to, or arising directly or indirectly from, any claim, action, suit or proceeding brought against the IFF in any way related to Licensee's use of the materials or performance or non-performance under this Agreement. The IFF will notify Licensee promptly of any suit filed or threatened, or claim made, arising out of Licensee's use of Materials.

8. Termination. In the event that Licensee defaults with respect to any of the other provisions hereof and fails to cure such default within fifteen (15) days after written notice thereof from the IFF; the IFF may in its discretion at any time thereafter, terminate the licenses herein granted and all rights to Licensee thereunder. Such remedy shall be in addition to and without prejudice to any right or remedy in law or equity or provided for elsewhere in this agreement on account of any violation or breach. Immediately upon termination of the license herein granted, Licensee shall, at its expense, deliver any and all the Materials previously delivered to it, to the IFF and shall pay to the IFF all moneys due and owing hereunder.

9. General.

1. Prevention of Performance. If the IFF shall be unable to deliver or prevented from delivering any of the Materials by reason of governmental action, regulation or order or by reason of fire, flood, hurricane, labor dispute, riot, war, terrorist action, catastrophe, or the unavailability of the Materials as ordered, or without limiting the foregoing, any other cause beyond the control of the IFF, the IFF shall be excused from its delivery obligations until the relevant circumstances permit delivery, without liability to either party.
2. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in

this Agreement. This Agreement supersedes all prior and contemporaneous agreements and all prior and contemporaneous representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

3. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over against any party to this Agreement.
5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective beneficiaries, heirs, executors, legal representatives, successors and assigns.
6. Survival of Representations, Warranties and Covenants. The covenants of the parties contained in this Agreement shall survive the termination of this Agreement, including without limitation the limitations on liability, indemnification, and restrictions on use of the Materials.
7. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) on the date of

delivery if personally delivered, (ii) one business day after delivery by overnight courier, telegram or facsimile, or (iii) fourteen business days after mailing if mailed by first-class mail, postage prepaid, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties.

- IFF: International *Feldenkrais* Federation
Distribution Center
5441 SE Belmont Street
Room 23
Portland, OR 97215
USA
- Licensee: to the address provided by the Licensee at the end of this Contract.

8. Governing Law; Jurisdiction; Venue. This Contract will be governed by and construed, interpreted and enforced in accordance with the laws of the state of Oregon, without giving effect to the conflicts of law provisions thereof. The parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts for Portland, Oregon. The United Nations Convention on Contracts for the Sale of Goods will not apply to this Contract.
9. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.
10. Necessary Acts. Each party to this Agreement agrees to perform any further acts, execute, and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

11. Attorneys' Fees. If the IFF commences or is made a party to a lawsuit or other proceeding to enforce or interpret this Agreement, and if the IFF prevails in such proceeding, then the IFF shall be entitled to recover from You all attorneys' fees and other costs (whether otherwise taxable or recoverable) incurred in connection with such proceeding, or including without limitation any appeal or enforcement of any judgment or decision rendered in such proceeding.
12. Electronic Version Binding. The parties acknowledge that they are agreeing to use the electronic version of this contract as a legally binding contract without physical signature.