

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is made effective as of April 14, 2007, by and between American Planning Association with its principal place of business located at 122 S. Michigan Ave., Ste. 1600, Chicago, IL 60603 ("APA") and [_____] (name of APA chapter or section of APA chapter) with its business contact address listed on page one.

Background

APA has developed training and educational products on CD-ROMs marketed and available to be licensed by Customer at the APA's online bookstore (such products as licensed by Customer, the "Training Products") to permit Customer and individuals permitted by Customer under this Agreement to obtain Certification Maintenance credit.

APA desires to license such Training Products to Customer in accordance with the terms of this Agreement.

In order for Customer to obtain the Training Products from the APA, Customer must print out, execute and forward (via fax at 312-431-9985 or via email at education@planning.org) this Agreement to the APA to have on file before any order for Training Products will be shipped to Customer.

In consideration of the foregoing, and of the mutual promises in this Agreement, the parties agree as follows:

1. LICENSE.

1.1. License to Use and Display. Subject to the terms and conditions of this Agreement, upon payment in full of the fees described under this Agreement, APA hereby grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-assignable, perpetual (unless terminated earlier in accordance with this Agreement) license to: (i) view the Training Products; (ii) display the Training Products for one or more individuals at Customer's physical location; and (iii) load a copy of the Training Products onto the Customer LAN (as such term is defined below) for display to individuals using such Customer LAN. For the purposes of this Agreement "Customer LAN" means a computer network spanning a relatively small area, either (1) confined to a single building or small group of related buildings, or (2) confined to an individual agency, firm or university/college library. For the purposes of this Agreement, the Customer LAN shall not permit access to the Training Products via a connection to other LANs in a wide area network (WAN) or otherwise permit access to the Training Products via a public network (e.g., Customer may not post a Training Product on the Internet).

1.2. License to Lend. Subject to the terms and conditions of this Agreement, upon payment in full of the fees described under this Agreement, APA hereby grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-assignable, perpetual (unless terminated earlier in accordance with this Agreement) license to lend Customer's original copy of any or all of the Training Products to individuals ("Lendees") at no charge on a temporary basis for private, non-commercial viewing by such Lendee for the sole purpose of obtaining Certification Maintenance credit; provided that Customer shall expressly prohibit such Lendees in writing from using the Training Products in any manner not expressly authorized by this Section 1.2. Customer is responsible and liable for any use or misuse of the Training Products by Lendees. Customer must purchase more than one copy of a Training Product if it will both make a Training Product available via its LAN and lend a Training Product to Lendees under this Section 1.2.

1.2.1. Special Restrictions Concerning Libraries. If Customer is a library, Customer may not loan or otherwise make available the Training Products to other libraries, either via inter-library lending or otherwise. Subject to the foregoing restrictions and the other restrictions of this Agreement, Customer may only lend the Training Products to Lendees who are Customer's members, students, faculty,

or other approved users of Customer's library services (provided that Customer may not lend the Training Product to another organization, university, agency, company, firm, APA division or APA chapter).

1.2.2. Special Restrictions Concerning APA Chapters, Agencies and Firms. If Customer is an APA Chapter, agency or firm, Customer may not lend the Training Product to other APA chapters, agencies or firms. Customer shall only lend to Lendees who are members or employees of such chapters, agencies or firms.

1.3. Restrictions. Customer shall not: (i) copy (except to load the Training Products onto a Customer LAN as permitted by Section 1.1(iii)), distribute (except as expressly permitted by Sections 1.1 and 1.2), republish, download, or transmit all or any part of the Training Products; (ii) distribute, post or otherwise make available all or any portion of the Training Products on a website or the Internet; (iii) commercialize the Training Products or charge Lendees or any other party to view or use the Training Products as permitted by Sections 1.1 and 1.2; (iv) alter, modify, translate, enhance or create derivatives works of the Training Products; (v) remove or alter, or cause or allow to be removed or altered, any notice, symbol, or legend or any trademark, copyright notice, or other proprietary rights notice appearing in or on the Training Products. Customer shall keep the Training Products free of all liens, attachments and other encumbrances. Customer shall expressly prohibit all Lendees from doing any of the foregoing with respect to the Training Products except as may be expressly permitted for Lendees by Section 1.2.

2. PROPRIETARY RIGHTS.

Customer acknowledges that APA owns all right, title and interest (including all intellectual property rights related thereto) in the Training Products. APA grants only those rights and licenses expressly provided for herein and does not thereby transfer any title or ownership interest to the Training Products. All other rights not expressly granted herein are reserved by APA. Customer shall not interfere with or otherwise challenge APA's rights in the Training Products. Customer agrees to reproduce and include any copyright or other proprietary notices included in the Training Products and the accompanying documentation on all copies permitted hereunder, in whole or in part thereof.

3. CLAIMING CERTIFICATION MAINTENANCE CREDIT

To claim Certification Maintenance ("CM") credit for use of the Training Products, every AICP member must report their use of the Training Products into such AICP member's online CM log and complete a sign-in and evaluation form at the following URL: <http://survey.planning.org/cdeval.htm> (or such other URL as may be specified by the APA via its website from time to time). If Customer plans to lend the Training Products to Lendees as set forth in Section 1.2, Customer is responsible for ensuring that such Lendees complete the evaluation form as part of the process to obtain CM credit. Because APA is the registered CM provider of the Training Products, only the APA may award CM credits for the Training Products; consequently, in order for a Lendee or other user of the Training Products to obtain CM credit, such Lendees and users must send completed evaluations to the APA to be collected and archived. Training Products may have a limited time during which it is registered to be eligible to use to obtain CM credit. In order to obtain CM credit, the Training Product must be used during the period of time that the Training Product is eligible for CM credit. APA reserves the right, upon notice on APA's website, to add or remove certain Training Products from eligibility for CM credit if the Training Product is, in the sole discretion of APA, no longer current. It is Customer's and each Lendee's responsibility to check the APA website to ensure that a particular Training Product is eligible for CM Credit. APA makes no representation or warranty with regard to the length of time a particular Training Product will remain eligible for CM Credit, and, if the APA removes a particular product from eligibility for CM credit, the APA considers such Training Products to be out of date and recommends that such Training Products no longer be used by Customer or any Lendee.

4. FEES; ELIGIBILITY.

Customer's rights to use the Training Products hereunder are subject to Customer's payment in full of the amounts specified for the applicable number of copies of the Training Products procured by Customer via

the APA's online bookstore. In order for Customer to obtain the Training Products from the APA, Customer must print out, execute and forward (via fax at 312-431-9985 or via email at education@planning.org) this Agreement to the APA to have on file before any order for Training Products will be shipped to Customer.

5.LIMITED WARRANTY; LIABILITY.

5.1.APA warrants that on delivery and for a period of ten days following the date of Customer's receipt of the Training Products, the media on which the Training Products are supplied will be without material defect. If Customer discovers such a defect, Customer must notify the APA at the phone numbers or address specified at the APA's online bookstore, return the defective Training Product to the APA, and as Customer's sole and exclusive remedy, the APA will ship to Customer a replacement for the defective Training Product. In addition, if within ten days following Customer's receipt of the Training Products, Customer is dissatisfied with the Training Products for any reason whatsoever, Customer may, if it notifies the APA of such dissatisfaction within such ten day period, return such Training Products to the APA for a full refund, as Customer's sole and exclusive remedy. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 5.1, THE APA MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH REGARD TO THE TRAINING PRODUCTS, AND APA DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY. APA MAKES NO WARRANTY THAT THE TRAINING PRODUCTS WILL WORK IN COMBINATION WITH ANY THIRD PARTY HARDWARE OR TRAINING PRODUCTS, THAT THE OPERATION OF THE TRAINING PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE TRAINING PRODUCTS WILL BE CORRECTED.

5.2.REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL APA'S TOTAL LIABILITY FOR ALL CLAIMS ARISING HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER TO APA HEREUNDER AND, IN NO EVENT SHALL APA'S LIABILITY WITH RESPECT TO ANY PARTICULAR CLAIM EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO APA HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY. FURTHER, IN NO EVENT SHALL APA BE LIABLE TO CUSTOMER, LENDERS OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY CLAIMED BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY, EVEN IF APA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, COST OF ANY SUBSTITUTE GOODS OR SERVICES, LOST BUSINESS INFORMATION AND DATA, AND BUSINESS INTERRUPTION.

6.TERM; EFFECT OF TERMINATION.

6.1.The Agreement shall remain in effect unless terminated in accordance with Section 6.2 below.

6.2.Either party may terminate this Agreement if the other party breaches any of the material terms and conditions of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of such breach, except however, that if Customer has materially breached the restrictions in Section 1, the APA shall have the right, at APA's sole discretion, to terminate this Agreement immediately.

6.3.Upon the expiration or termination of this Agreement for any reason, Customer shall, at its sole cost and expense and at APA's option, return or destroy all copies of the Training Products and any accompanying documentation and materials. In addition, Customer shall certify, in writing, to APA that all such materials have been, as applicable, returned or destroyed. Upon any expiration or termination of the License or this Agreement, Sections 1.3, 2, 3, 5, 6.3, and 7 shall survive termination of this Agreement.

7.AUDIT

During the term of this Agreement and for three (3) years thereafter, upon APA’s request Customer shall reasonably cooperate with APA and its agents to verify that Customer has complied with the terms and conditions of this Agreement and, upon termination or expiration of the Agreement, that Customer has removed the Training Products from Customer’s computer hardware and returned all copies thereof to the APA. Customer shall be liable for promptly remedying any underpayments or material breaches of this Agreement revealed during any such audit, and, if such audit reveals a discrepancy in excess of five percent (5%), Customer shall be liable for the entire costs of such audit.

8.MISCELLANEOUS.

Notices, copies of notices or other communications shall be sent to a party at the address set forth on the first page of this Agreement. All notices shall be effective upon delivery of the notice to the addressed party. Customer may not assign (including any assignment by operation of law) or delegate any of its rights or obligations under this Agreement without the prior written consent of APA. APA shall be entitled to assign this Agreement, which shall inure to the benefit of and be binding upon its successors and assigns. Any attempted assignment or delegation in contravention of the above provisions shall be void and ineffective. This Agreement constitutes the entire and exclusive agreement between the parties and supersedes all previous communications or agreements, either oral or written, with respect to the subject matter hereof. Any waiver of any breach or default under this Agreement must be in writing and shall not be deemed a waiver of any other or subsequent breach or waiver. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. If any provision in this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties hereto, and shall be enforceable, as though the invalid or unenforceable provision were not contained herein. In the event the Training Products are exported outside of the United States by Customer, both parties agree that Customer is obligated and solely responsible for ensuring compliance with all applicable import and export laws and regulations of the United States of America and any applicable foreign jurisdictions. Customer shall indemnify, defend and hold harmless APA (including payment of all reasonable costs, fees, settlements and damages) with respect to any suits or proceedings brought against APA arising from Customer’s export of the Training Products. This Agreement and performance hereunder shall be governed in accordance with the laws of the State of Illinois (except for Illinois choice of law principles). With respect to any dispute arising in connection with this Agreement, Customer consents to the exclusive jurisdiction and venue in the state and federal courts located in Cook County, Illinois. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall be deemed the same agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

AMERICAN PLANNING ASSOCIATION

CUSTOMER

By: Signature	By: Signature
Print Name	Print Name
Date	Date