

Beyond The Portfolio™ Course

Educational License Agreement

Version 1.0

Published by ArtistsZone, LLC
2479 Peachtree Road
#410
Atlanta, GA 30305
404-542-2557 (Tel)

service@artistszone.net
ArtistsZone.net

Design + Layout:
Edward Phelps

Type:
Myriad Pro

Beyond The Portfolio Educational License. Copyright
©2026 by ArtistsZone, LLC.

All rights reserved. No part of this book may be reproduced in any form or by any means without written permission from the publisher, except for the inclusion of brief quotations in a review.

Any trademarks and registered trademarks appearing in this work are the property of their respective owners. Their use is for identification purposes only and does not constitute endorsement.

Every reasonable attempt has been made to identify owners of copyright. Notify us by email, or in writing, of any errors or omissions and they will be corrected in subsequent editions.

Brought to you by ArtistsZone.
© 2026 ArtistsZone, LLC

ArtistsZone
LinkedIn: @ArtistsZone
Instagram: @ArtistsZone1
BlueSky: @ArtistsZone

#ArtistsMarketing
#ArtistsZone
#PaidArtistsAlliance
ArtistsZone.net

Beyond The Portfolio

Educational License Agreement

1. PARTIES AND DEFINITIONS

As used in this Agreement:

- "Licensor" means ArtistsZone LLC, a Georgia limited liability company.
- "Licensee" means the educational institution identified in the Order Form, or, for online purchases, the institution completing the checkout process.
- "Licensed Course" means the Beyond The Portfolio™ course, including all video lessons, written materials, worksheets, frameworks, templates, and other content comprising the six-module marketing curriculum as delivered via Licensor's learning management system ("LMS").
- "Licensed Materials" means all content, documentation, and downloadable assets included in or distributed as part of the Licensed Course.
- "Seat" means a single-student access credential for one License Term.
- "License Term" means the twelve (12)-month period commencing on the License Start Date specified in the Order Form or, for online purchases, the date of purchase confirmation.
- "Designated Semester(s)" means the academic semester(s) identified in the Order Form during which Licensee intends to deploy the Licensed Course.

2. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement and timely payment of all fees, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to:

- Provide access to the Licensed Course through Licensor's LMS to the number of enrolled students equal to the number of purchased Seats;
- Permit enrolled students to view, stream, and download Licensed Materials solely for personal, non-commercial educational use within the License Term; and
- Use the Licensed Course as a supplemental instructional resource within Licensee's accredited academic programs during the Designated Semester(s).

No rights are granted except as expressly stated in this Section 2.

3. RESTRICTIONS

Licensee shall not, and shall ensure that its students and faculty do not:

- Redistribute, resell, sublicense, or transfer the Licensed Course or any Licensed Materials to any third party;
- Modify, adapt, translate, create derivative works of, or incorporate any Licensed Materials into other courses, curricula, or instructional content;
- Use the Licensed Course or Licensed Materials to develop, offer, or market a competing marketing education product or curriculum for visual artists, graphic designers, or illustrators;
- Remove, obscure, or alter any proprietary notices, trademarks, or branding on the Licensed Course or Licensed Materials;
- Reproduce or publicly display the Licensed Course or Licensed Materials beyond the scope of internal classroom use;

- Share, publish, or make available any login credentials or access links to individuals who are not enrolled as licensed students; or
- Reverse engineer, decompile, or attempt to extract source code or underlying content structures from the LMS platform.

4. INTELLECTUAL PROPERTY

All right, title, and interest in and to the Licensed Course and Licensed Materials, including all copyrights, trademarks, trade secrets, and other intellectual property rights, remain exclusively with Licensor. This Agreement does not transfer any ownership interest to Licensee. The Beyond The Portfolio name and ArtistsZone name and marks are trademarks of Licensor. Licensee acquires no rights in such marks and may not use them without Licensor's prior written consent, except to accurately identify the Licensed Course in internal communications.

5. COURSE CONTENT

Licensor reserves the right to update, modify, supplement, or remove any content within the Licensed Course at any time and without prior notice to Licensee. This includes changes to video lessons, written materials, worksheets, frameworks, templates, module structure, and any other components of the Licensed Course. Licensor does not warrant that the Licensed Course will remain unchanged during the License Term. No refund, fee adjustment, or other remedy is available to Licensee solely on account of a content change.

6. FEES AND PAYMENT

6.1 Fees. Licensee shall pay the per-seat fee set forth in the Order Form for each Seat purchased. Licensor reserves the right to adjust per-seat fees for renewal terms upon at least sixty (60) days' prior written notice.

6.2 Payment. Invoices are due within thirty (30) days of the invoice date. Overdue amounts accrue interest at 1.5% per month (or the maximum rate permitted by law, if lower). Licensors may suspend access to the Licensed Course for any overdue account.

6.3 Taxes. Licensee is responsible for all applicable sales, use, or similar taxes, excluding taxes on Licensors' net income.

7. TERM AND RENEWAL

7.1 Initial Term. This Agreement commences on the License Start Date and continues for one (1) year unless earlier terminated.

7.2 Auto-Renewal. This Agreement automatically renews for successive one-year terms at the then-current per-seat fee unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

7.3 Effect of Non-Renewal or Cancellation. Cancellation or non-renewal takes effect at the end of the then-current License Term. Students enrolled in a Designated Semester that is in progress as of the cancellation date retain access to the Licensed Course through the last day of that semester. No pro-rated refunds are issued for early cancellation.

8. TERMINATION

8.1 For Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days of written notice describing the breach.

8.2 Effect of Termination. Upon termination for cause by Licensors, all licenses granted herein immediately terminate and Licensee shall cease all use of the Licensed Course and Licensed Materials. Licensors may terminate for cause without providing the wind-down period described in Section 7.3.

8.3 Survival. Sections 3, 4, 5, 6 (for amounts accrued), 8.2, 9, 10, 11, 12, 13, 14, 15, and 18.2 survive termination or expiration of this Agreement.

9. CONFIDENTIALITY

Licensee acknowledges that the Licensed Course and Licensed Materials constitute confidential and proprietary information of Licensor. Licensee shall: (a) protect such information with at least the same degree of care it uses for its own confidential information, but no less than reasonable care; (b) not disclose such information to any third party without Licensor's prior written consent; and (c) limit access to authorized students and faculty who have a need to access such information for the permitted purposes under this Agreement.

10. DISCLAIMER OF WARRANTIES

THE LICENSED COURSE AND LICENSED MATERIALS ARE PROVIDED "AS IS." LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE LICENSED COURSE WILL BE UNINTERRUPTED OR ERROR-FREE.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE LICENSED COURSE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

12. ACCEPTABLE USE

12.1 Student Conduct. Licensee shall ensure that enrolled students do not: (a) share, transfer, or sell their access credentials to any other person; (b) use automated tools, bots, or scrapers to access, copy, or index the Licensed Course or LMS; (c) harass, threaten, or abuse other users of the LMS platform; (d) upload or transmit any malicious code, virus, or harmful content to the LMS; or (e) attempt to gain unauthorized access to any portion of the LMS or Licensor's systems.

12.2 Licensee Responsibility. During a student's first License Term, Licensee is responsible for that student's compliance with this Agreement, including Section 12.1 and Section 3. Any breach by a student during that period is deemed a breach by Licensee. Upon expiration of the student's first License Term, the student assumes direct and sole responsibility for their own compliance with these terms, and Licensee bears no further liability for that student's conduct.

13. SUSPENSION OF ACCESS

13.1 Student Suspension. Licensor may suspend an individual student's access to the Licensed Course immediately and without prior notice if Licensor reasonably believes the student has violated Section 12 (Acceptable Use) or Section 3 (Restrictions). Licensor shall notify Licensee of any such suspension within two (2) business days.

13.2 Account Suspension. Licensor may suspend Licensee's entire account and all associated student access if: (a) any payment is more than fifteen (15) days overdue; or (b) Licensee is in material breach of this Agreement and has not cured such breach within the applicable cure period. Suspension does not relieve Licensee of its payment obligations.

13.3 Reinstatement. Licensors will reinstate suspended access promptly upon confirmation that the cause of suspension has been resolved and all outstanding fees have been paid.

14. LICENSEE REPRESENTATIONS AND WARRANTIES

Licensee represents and warrants that: (a) it is a duly organized and validly existing educational institution authorized to conduct business in its jurisdiction; (b) the individual executing this Agreement has full legal authority to bind Licensee to its terms; (c) the number of Seats purchased accurately reflects the number of students to whom Licensee intends to provide access, and Licensee will not exceed that number without purchasing additional Seats; (d) Licensee's entry into this Agreement does not violate any other agreement to which it is a party; and (e) Licensee will comply with all applicable laws and regulations in connection with its use of the Licensed Course.

15. FEEDBACK

If Licensee or any student provides Licensors with suggestions, ideas, enhancement requests, recommendations, or other feedback relating to the Licensed Course or LMS ("Feedback"), Licensee hereby assigns to Licensors all right, title, and interest in and to such Feedback. Licensors may use Feedback for any purpose without restriction, attribution, or compensation to Licensee or the student who provided it.

16. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent caused by circumstances beyond that party's reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, government action, internet or telecommunications outages, or third-party platform failures ("Force Majeure Event"). The affected

party shall notify the other party promptly and use reasonable efforts to resume performance. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice without liability, except for fees already due and payable.

17. PLATFORM AVAILABILITY

17.1 Uptime Commitment. Licensor commits to ninety-nine point eight six percent (99.86%) platform uptime per calendar month, excluding scheduled maintenance and Force Majeure Events. This equates to no more than sixty (60) minutes of unplanned downtime per month.

17.2 Scheduled Maintenance. Licensor may take the LMS offline for scheduled maintenance. Licensor will use reasonable efforts to schedule maintenance between 10:00 p.m. and 7:00 a.m. Eastern Time and to provide at least twenty-four (24) hours' advance notice. Scheduled maintenance windows do not count against the uptime commitment in Section 17.1.

17.3 Downtime Thresholds and Remedy. If the LMS platform experiences unplanned downtime exceeding three (3) consecutive days, or if an individual student's account or course access is unavailable for more than ten (10) consecutive days due to a platform issue, Licensee may request a pro-rated fee credit for the affected period. Credits are the sole and exclusive remedy for downtime and do not apply to outages caused by Force Majeure Events, scheduled maintenance, or actions or omissions of Licensee or its students.

18. ADDITIONAL PROVISIONS

18.1 Informal Resolution. Before initiating any legal proceeding, the parties shall attempt in good faith to resolve any dispute through informal negotiation. Either party may initiate this process

by delivering written notice describing the dispute. If the parties cannot resolve the dispute within thirty (30) days of such notice, either party may pursue its available legal remedies.

18.2 Injunctive Relief. Notwithstanding Section 18.1, either party may seek immediate injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm arising from a breach or threatened breach of Sections 3, 4, 9, or 12, without first exhausting the informal resolution process and without the requirement to post bond.

18.3 Attorneys' Fees. In any legal proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

18.4 Export Controls. Licensee shall not provide access to the Licensed Course to any student located in a country subject to U.S. export restrictions or economic sanctions, including countries designated by the U.S. Office of Foreign Assets Control (OFAC). Licensee represents that neither it nor any of its enrolled students is on any U.S. government restricted party list.

18.5 Marketing and Reference Rights. Licensors may identify Licensee as a customer of the Licensed Course in Licensors' marketing materials, website, sales presentations, and investor communications, using Licensee's name and logo. Licensors may also request Licensee's participation in case studies or testimonials; such participation is voluntary and subject to Licensee's prior written approval of any specific content. By accepting ArtistsZone's Terms of Service at enrollment, each student consents to Licensors' use of their name, likeness, quotes, and submitted feedback as testimonials in Licensors' marketing materials, website, sales presentations, and investor communications. No separate outreach or individual consent is required. Students who continue using ArtistsZone services after the expiration of their first License Term

remain subject to the same Terms of Service consent on the same terms, directly and without further involvement of Licensee.

18.6 Price Lock. The per-seat fee in effect at the start of any License Term is fixed for the full duration of that term. Licensor may not increase fees mid-term. Licensor may set a new per-seat fee for any renewal term, effective at the start of that renewal term.

18.7 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that Licensor may assign this Agreement without consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section is void.

19. GENERAL PROVISIONS

19.1 Governing Law. This Agreement is governed by the laws of the State of Georgia, without regard to its conflict of law principles. Any dispute shall be resolved in the state or federal courts located in Fulton County, Georgia.

19.2 Entire Agreement. This Agreement (including the Order Form) constitutes the entire agreement between the parties regarding the Licensed Course and supersedes all prior negotiations, representations, or agreements. For online purchases, acceptance of these License Terms at checkout constitutes the entire agreement.

19.3 Amendment. No modification of this Agreement is effective unless made in writing and signed by authorized representatives of both parties.

19.4 Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that provision.

19.5 Severability. If any provision is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force.

19.6 Notices. Notices under this Agreement shall be in writing and delivered by email (with read receipt or written acknowledgment) or certified mail to the addresses set forth in the Order Form. Notice to Licensor shall be sent to: legal@artistszone.net.

19.7 Counterparts / Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original. Electronic signatures are valid and enforceable.

19.8 Independent Contractors. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship.

EXHIBIT A:

Online Purchase Confirmation

(For institutions purchasing a license via artistszone.net/schools)

By completing checkout on the ArtistsZone website, the purchasing institution acknowledges and agrees:

- The institution has read, understood, and accepts the License Terms set forth in Part 2 of this Agreement.
- The individual completing the purchase represents that they have authority to bind the institution to this Agreement.
- The License Term commences on the date of purchase confirmation.
- The number of Seats, per-seat fee, and total fee are as displayed at checkout.
- The Agreement auto-renews annually at the then-current per-seat rate unless cancelled in writing at least thirty (30) days before renewal.
- The institution's name, billing address, and contact information provided at checkout are incorporated by reference as the Order Form for purposes of this Agreement.

A copy of these License Terms is available at all times at: [**artistszone.net/license**](https://artistszone.net/license).