

This is a License Agreement (“Agreement”) dated as of \_\_\_\_\_, 20\_\_ between [\_\_\_\_\_] (“Client”), a California nonprofit corporation, and the undersigned licensee (“you” or “Licensee”).

## Background

A. Client is a nonprofit corporation whose mission is to [\_\_\_\_\_] Client has developed a unique [\_\_\_\_\_] curriculum that introduces and reinforces [\_\_\_\_\_] from kindergarten through eighth grade, designed to be taught by teachers or trained parent volunteers.

B. Licensee has placed an order for Client programs, online lessons, curriculum, and associated materials (collectively, “Materials”) by providing to Client a signed quote or order document (“Order”) which specifies the particular Materials to be delivered to the Licensee, the fees to be paid to Client, the term of use of the Materials, and the address where the Materials will be used.

## Client and Licensee agree as follows:

### 1. License and Fee

#### 1.1 License Grant

Client grants you a limited, non-transferable, non-sublicensable, non-exclusive license to use the Materials for the purpose of teaching [\_\_\_\_\_] programs in the number of classrooms or facilities specified in the Order. You may use the Materials only at the address specified in the Order.

#### 1.2 Restrictions on Use

You may not (a) use the Materials outside of a classroom or similar setting; (b) use the Materials outside of the United States; (c) reproduce, modify, translate, adapt, create derivative works based upon, or repurpose the Materials, in whole or in part, without prior written consent; (d) remove, obscure, or alter any trademark, trade name, logo, or any copyright or trademark notice or other proprietary notice, legend, symbol, or label on the Materials; (e) sell, lease, transfer, or distribute the Materials (whether in whole or in part) to a third party; or (f) use the Materials for commercial purposes.

#### 1.3 Fees and Other Charges

You will pay Client the fees and other charges as specified on the Order. All fees and charges are due within 30 days after Client delivers an invoice to you. All unpaid balances after 30 days will incur a 10% late payment charge.

#### 1.4 Ownership of Materials

Client owns and retains all copyrights and all other rights, title, and interest in the Materials and any other proprietary know-how or methodologies used to develop the Materials. You acknowledge that the Materials are proprietary to Client, and that no Materials will be deemed a work for hire.

### 2. Indemnification and Limitation of Liability

#### 2.1 Indemnification

You will defend, indemnify, and hold Client harmless and its directors, officers, employees, agents, and assigns (“Client Parties”) against all claims, actions, liabilities, losses, damages, and expenses, including, without limitation, reasonable attorneys’ fees and expenses, resulting from the use of the Materials or breach of this Agreement. You will not have any obligation to indemnify Client to the extent the liability is caused by an Client Party’s gross negligence or willful misconduct.

## **2.2 Limitation of Liability**

In no event will Client be liable to you for any consequential, incidental, indirect, punitive, exemplary, or special damages arising out of or relating to your use of the Materials or to this Agreement, regardless of the basis of the claim and even if Client has been appraised of the likelihood of such damages. In no event will the total aggregate liability of Client to you or of any person arising out of or relating to this Agreement exceed the greater of \$500 or the total amounts you paid Client for use of the Materials.

## **2.3 No Warranty**

The Materials are provided on an “as is” basis. You acknowledge that Client has not made and is not making any representations, warranties, promises, or guarantees of any kind about the merchantability, fitness for a particular purpose, or title and non-infringement of the Materials.

## **3. Termination**

### **3.1 Term**

This Agreement will remain in effect for the term specified in the Order, unless renewed under Section 3.2 or terminated earlier under Section 3.3.

### **3.2 Renewal**

You may renew this Agreement at the end of its term, if you are then in compliance with the Agreement, by submitting a new Order or by making the applicable payment to Client following receipt of an invoice.

### **3.3 Termination for Breach**

If you breach any of your obligations under this Agreement, Client may terminate this Agreement upon delivery to you of a written notice to that effect, with the termination effective upon delivery of such notice.

### **3.4 Survival of Provisions**

Following the termination of this Agreement, you will promptly cease use of any Materials. The provisions of Sections 1.4, 2, 3.4, and 4 will remain effective after termination of this Agreement.

## **4. General Provisions**

### **4.1 Entire Agreement**

This Agreement, including the Order, describes the entire agreement between you and Client, and supersedes all prior or contemporaneous communications between Client and you. This Agreement may be amended only as stated in writing, including a revised Order, signed by both Client and you stating that it is an amendment to this Agreement. If there are any inconsistencies between any Order and this Agreement, this Agreement will control.

### **4.2 Severability and Waiver**

If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

### **4.3 Independence**

Client and you are and will remain independent contracting persons. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither you nor Client have the power or authority to bind or obligate the other to a third party or commitment in any manner.

**4.4 No Third Party Beneficiaries**

Except as provided in Section 2.1, this Agreement is for the exclusive benefit of Client and Licensee, and not for the benefit of any third party including, without limitation, any student of Licensee.

**4.5 Governing Law and Jurisdiction**

This Agreement will be governed by California law. You and Client consent to the exclusive jurisdiction of the state and federal courts for [\_\_\_\_\_], California.

**4.6 Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

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**Client**

**Licensee**

Entity Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_