

LICENSE AGREEMENT

I, on behalf of my school (“Licensee”), agree to enter into this License Agreement (“Agreement”) with Uncommon Schools (“Licensor”), a not-for-profit corporation incorporated in New Jersey and having its principal place of business at: 826 Broadway, 9th Floor, New York, NY 10003.

WHEREAS, Licensor has developed training programs for schools and other organizations concerning Uncommon Schools, Inc. Taxonomy of Effective Teaching Practices (“Training Programs”), and in conjunction therewith has developed Plug and Play materials in various media (“Licensed Materials”);

WHEREAS, Licensee desires to obtain the right to access and use the Licensed Materials under the terms and conditions hereof, and Licensor desires to grant to Licensee said rights.

NOW, THEREFORE, in consideration of payment by Licensee of the fee for Licensee's participation use of the Licensed Materials, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **LICENSE.** Licensor grants, and Licensee hereby accepts, a non-exclusive, non-transferable right and license (“License”) to access and use the Licensed Materials, subject to the terms and conditions hereof, for the purpose of the Training Program on the date and at the location provided below.

2. **SCOPE.** The License is a limited right to use the Licensed Materials solely for the benefit of Licensee and its programs. Licensee agrees to maintain, use, and distribute the Licensed Materials and implement all training according to the Usage Restrictions contained in **Schedule A**. The License permits Licensee to make copies for Licensee’s employees as described in the Usage Restrictions, but does not include any other right to copy, duplicate or reproduce the Licensed Materials or any part thereof. Licensee’s employees may access and use the Licensed Materials only as permitted hereunder. Under no circumstances shall Licensee, any of its employees, or anyone else related to Licensee, use the Licensed Materials or any part thereof to provide training or instruction to any person who is not then an employee of Licensee.

3. **TITLE.** The Licensed Materials and all intellectual property rights embodied therein or related thereto, including but not limited to copyrights, trademarks and trade secrets, are and remain the sole and exclusive property of Licensor. All rights not expressly granted to Licensee hereunder are retained by Licensor. Licensee agrees not to challenge or to cooperate with any person or entity in challenging Licensor’s sole and exclusive ownership of and right, title, and interest in and to the Licensed Materials and all copyrights, trademarks and trade secrets embodied therein or related thereto. In the event that Licensee makes any modification or derivative work based on the Licensed Materials, Licensee shall promptly disclose the modification or derivative work to Licensor and hereby assigns to Licensor all right, title and interest in and to such modifications or derivative works in all media whether now known or hereafter devised, throughout the world, in perpetuity. Licensee may use any such modifications

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4. **LICENSED MATERIALS.** Licensed Materials are any materials disclosed or provided by or on behalf of Licensor to Licensee, or to which access is provided, in connection with the Training Program. Without limitation the Licensed Materials may include printed materials and video materials.

5. **COPYRIGHT AND PROPRIETARY RIGHTS NOTICE.** Licensee shall not remove or obscure any copyright, trademark or confidentiality notice from any copy of the Licensed Materials. Licensee shall not assert and shall not represent to any third party that it has any ownership rights in, or the right to sell, transfer, assign, rent, lease or sub-license the Licensed Materials, or to use the Licensed Materials to provide any training to third parties.

6. **CONFIDENTIALITY.** Licensee acknowledges that the Licensed Materials include the confidential and trade secret information of Licensor, and agrees to take reasonable steps to maintain the confidentiality of the Licensed Materials. Licensee will not use the Licensed Materials other than for the purpose set forth herein, and will not copy the Licensed Materials or disclose or provide the Licensed Materials or access to them to any other person or entity apart from Licensee's employees who have been advised of and agreed to maintain the confidentiality of the Licensed Materials. Licensee shall collect any copies in the possession or control of any Licensee employee who resigns or is terminated from employment by Licensee. Licensee shall return all copies of the Licensed Materials to Licensor upon expiration or termination of this Agreement, or upon Licensor's request. These confidentiality obligations shall survive termination of the Agreement. The obligations of confidentiality described herein shall not apply to any part of the Licensed Materials that is or becomes generally known, through no fault of Licensee or its employees.

7. **SUBLICENSES.** The License is non-transferable and non-sublicenseable, and Licensee shall not disclose or provide any part of the Licensed Materials to any person or entity outside of Licensee and its employees. Any attempt to sub-license, assign, transfer, rent, lease, encumber or give away any of the rights, interests, duties or obligations under this License or any copy of the Licensed Materials or any access thereto to any third party constitutes a material breach of this Agreement justifying termination by Licensor, and any such attempted transfer will be null and void.

8. **PAYMENT.** Unless other payment arrangements are made, i.e. via credit card, Licensor shall send Licensee an invoice for the Licensed Materials. Licensee shall pay the invoice within thirty (30) days from the date on the invoice ("Due Date"). Payment not received on the Due Date shall be considered late and shall accrue interest at the highest rate permitted by law. Payment not received within sixty (60) days from the Due Date constitutes a material breach of this Agreement justifying termination by Licensor; provided, that Licensee's payment obligation shall survive termination of the Agreement.

9. **TERM AND TERMINATION.** The term of this License shall commence on the date set forth above and shall continue from the date of this Agreement unless terminated by Licensor or as otherwise agreed to in writing between Licensor and Licensee.

9.1. **Breach of Agreement.** Licensor may terminate this License upon notice to Licensee if Licensee is in breach of any of the terms and conditions of this License Agreement, including without limitation the Usage Restrictions in Schedule A. The termination shall be effective thirty (30) days after the giving of said notice unless Licensee, within said period, cures the breach to the satisfaction of Licensor. Licensor and Licensee both shall have the right to terminate this Agreement without cause. The termination without cause shall be effective thirty (30) days after giving said notice.

9.2. **Effect of Termination.** Upon the termination of the License, Licensee shall deliver to Licensor immediately, at Licensee's expense, any and all originals or copies of the Licensed Materials, in all media, and Licensee thereafter shall not use, modify, or otherwise deal in or with all or any portion of the Licensed Materials. For the avoidance of doubt, upon termination of the License all permissions to use the Licensed Materials granted herein are immediately revoked.

10. **DISCLAIMERS.** The Licensed Materials are provided hereunder AS-IS. Licensor disclaims all representations, warranties and covenants concerning the Licensed Materials, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement, or against any harm to the property or equipment of Licensee. Licensee acknowledges that the Licensed Materials are continually updated and may not be complete or accurate, and Licensor makes no warranty or guaranty of, and shall have no responsibility for, any outcome that may result from use of the Licensed Materials.

11. **REMEDIES.** If Licensee violates or threatens to violate the terms and conditions of this License, then Licensor shall have, in addition to any other remedies available to it as a matter of law, the right to obtain an injunction against Licensee and any other party against such actions. Licensor hereby acknowledges that other remedies are inadequate to fully redress Licensor for its injury resulting from such violations. In the event of a dispute between parties, only Licensor will be allowed fees, if it prevails in the dispute.

12. **INDEMNIFICATION.** Licensee shall indemnify, defend and hold harmless Licensor, its affiliates and its and their officers, directors, employees and agents from and against all liabilities, damages, costs or expenses (including reasonable attorney's fees) payable or paid by Licensor to third parties as a result of (i) any breach or alleged breach of any of Licensee's obligations contained herein, or (ii) any claim relating to or arising from any outcome for any teaching, instruction or use of the Licensed Materials. Licensor shall promptly notify Licensee of any such claim or proceeding and shall not settle any such claim or proceeding without Licensee's prior written consent. Licensee shall not be relieved of its indemnity obligations if Licensor fails to provide prompt notice of the claim, unless Licensee is materially prejudiced thereby. Licensee shall provide the defense for such claim at Licensee's expense; provided, that Licensor shall have the right at its expense to participate in the defense with counsel of its choice, and shall have the right to assume control and conduct the defense at Licensee's expense if Licensee's defense is not adequate to protect Licensor.

13. **ENTIRE AGREEMENT AND MODIFICATIONS.** This Agreement, together

with Schedule A, contains the entire understanding of the parties relating to the subject matter hereof and replaces any prior agreements or understandings unless specifically incorporated herein. No modification of this License Agreement shall be valid unless in writing signed by the parties hereto.

14. **SEVERABILITY.** If a court of competent jurisdiction determines any provision herein to be unenforceable as written, then such court shall be empowered to reform such provision in such a manner so that it is enforceable to the fullest extent permitted by law and to grant any other relief, at law or in equity, as may be reasonably necessary to protect an aggrieved party. If any provision, section, or subsection of this Agreement is adjudged by any court to be void or unenforceable in whole or in part (and the provision cannot otherwise be reformed), such adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, section, or subsection.

15. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced under, and subject to, the laws of the State of New York, without giving effect to choice of law principles. Any dispute arising from the subject matter hereof shall be brought only in the state or federal courts located within the Southern District of New York, and both parties consent to the personal jurisdiction of such courts.

Schedule A: Usage Restrictions

1. Subject to the terms and conditions of the License, Licensee is authorized to:
 - a. Provide training solely within the School based in whole or part on the Licensed Materials ("Training") to teachers, educators, and professional staff employed by and working within the School identified above at the time of the Training ("School Employees"); and
 - b. Make copies of the Licensed Materials necessary to provide copies to School Employees for the purposes of any Training.

2. Under no circumstances shall Licensee:
 - a. Use the Licensed Materials or any part thereof to provide Training to any individual or entity other than School Employees;
 - b. Distribute the Licensed Materials or any part thereof to any individual or entity other than School Employees;
 - c. Accept or solicit any monetary compensation for or profit from providing the Licensed Materials or providing any Training based in whole or part thereon;
 - d. Remove or obscure any copyright, trademark or confidentiality notice from any copy of the Licensed Materials; or
 - e. Assert or represent to any third party or School Employees that it has any ownership rights in, or the right to sell, transfer, assign, rent, lease or sub license the Licensed Materials.

3. Prior to providing Training and disclosing the Licensed Materials to School Employees other than the employee named above, Licensee will provide a copy of the Usage Restrictions to:
 - a. All School Employees who receive, view, or will be provided access to the Licensed Materials in whole or part; and
 - b. All School Employees participating in, implementing, or leading any Training incorporating, referencing or utilizing the Licensed Materials.

4. Licensee agrees that it is liable for any breach of the Agreement, including the Usage Restrictions, by Licensee or any School Employee. Licensee further acknowledges that any such breach shall cause irreparable injury to Licensor for which Licensor shall be entitled to the remedies identified in Section 11 of the Agreement.