

Proforma Invoice

REMIT PAYMENT TO:
220 Madison Ave, PH H
New York, N.Y. 10016

DATE: August 7, 2020
INVOICE # Proforma
TERMS: Net 30
BILL TO: **Cooper High School**
2855 Longbranch Road
Union, KY 41091
Attention: Caylen Knight

This invoice defines the payment required for the rights allowed by U of F Group Content License, Document 19-3

[illegible]

University of Fashion® Group Reference Resource License Agreement

This Group Reference Resource License Agreement ("**Agreement**") is by and between University of Fashion® ("**UoF**"), a California corporation, and the organization or collection of individuals set forth after the word, "Group:", ("**Group**") on the Signature Page, below.

1. Subject to Group's payment of the License Fee defined in Exhibit A, UoF grants to Group a limited, non-exclusive, non-transferable and non-sublicensable license ("**Reference License**"), during the time period set forth in Exhibit A, to access UoF-owned video and any other content provided on the universityoffashion.com website (collectively, "**Content**") for educational reference purposes, only. This Reference License also grants to Group the right to make verbal references to and/or to provide links to Content in any of Group's online teaching programs as long as those online programs can only be accessed by Group Users as defined in Section 2, below, and as limited by Exhibit A. For clarity, this Reference License does not provide Group with any rights to use, to provide links to or to make verbal references to Content in any of Group's online teaching program(s) that are accessible by anyone who is *not* also a Group User. In order to obtain the rights described in the sentence immediately above, Group must execute a UoF Online Education License alone or in addition to this Reference License. In return for this Reference License, Group accepts and agrees to the University of Fashion License Agreement located within the "Terms of Use" link on the bottom of www.universityoffashion.com ("**Website License**") as well as the covenants and conditions of this Agreement, including Exhibit A, in its entirety.
2. This Reference License gives Group the right to permit one or more i.) Group end-users (i.e. students who have paid the tuition fees required to gain access to Group's primary on-campus, in-class educational programs that award educational credentials, e.g. degrees, diplomas, certificates (etc.) upon successful program completion, ii.) Group-employed faculty, iii.) normally registered Group patrons or members, iv.) Group-employed administrators, v.) Group retail customers or clients, vi.) Group employees and/or vii.) UoF-registered individuals as identified in Exhibit A (i. through vii. collectively, "**Group User(s)**") to access Content on the universityoffashion.com website ("**Site**") solely for their end use and not for redistribution or otherwise, provided Group and Group Users have agreed to and have accepted, prior to accessing Site Content, the UoF Terms and Conditions of Use ("**Terms of Use**") and the UoF Group End-User License ("**Group EULA**"), both located within the "Terms of Use" link on the bottom of www.universityoffashion.com.
3. Group agrees to provide UoF with the contact information of a competent administrator in Group's organization ("**Group Representative**") to act as a liaison between Group and UoF and to oversee and act to reasonably assure Group's adherence to this agreement.
4. UoF reserves the right to terminate this Agreement and its Reference License or to deny Group Users access to the Site if, in its sole discretion, it believes the terms of this Agreement, the Terms of Use, the Website License and/or the Group EULA have been breached and/or that Group Users have engaged in or are engaging in prohibited conduct, e.g. giving out usernames and/or PIN's to non-Group Users, using Site Content in a morally objectionable way, etc.
5. Group agrees to provide UoF with a non-exclusive, worldwide, perpetual, irrevocable,

royalty-free license to use, disclose, copy, publish, license, modify, create derivative works, sublicense or otherwise distribute and exploit any ideas or suggestions Group Users voluntarily provide to UoF through the Site "Contact" form accessed via a menu link located at the top of most Site pages.

6. UoF shall indemnify and hold harmless the Group from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be incurred or assessed against the Group in any action of infringement of a United States Letter Patent or of any copyright, trademark, trade secret or other third party proprietary right in connection with use of the Site. Group agrees to defend, indemnify and otherwise hold harmless University of Fashion, Inc. and its officers, directors, agents, employees, shareholders, successors and assigns from and against any cause of action or claim, including court costs, expenses and attorney fees, related to or arising from the Group or the Group User's access to Site Content, including, but not limited to, engaging in prohibited conduct, or other improper or illegal use of the Site in breach of this Agreement, the Website License and/or the Group EULA.
7. UoF is not liable for delays or failures of Site Content delivery. UoF's sole responsibility for any such delay or failure is to deliver Site Content as soon as is reasonably possible.
8. Either party may terminate this Agreement at any time with 10 (ten) days' written notice to the other party. Except in the case of Group's breach of this Agreement, UoF will refund Group's payment for this Reference License, on a prorated basis, for any premature termination initiated by either party.
9. This Agreement will be governed by, subject to, and construed in accordance with the internal laws of the State of California, excluding the conflict of law rules. The parties hereby agree that any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the state or federal courts located in Riverside County, California. The parties hereby irrevocably submit to the personal jurisdiction of said courts and irrevocably waive all objections to such venue. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods.
10. This Agreement, and other documents incorporated herein by reference constitute the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in this Agreement, the Terms of Use and the Website License, the order of precedence will be this Agreement, then the Website License, and then the Terms of Use.

Signature Page

Exhibit A

Additional Reference Resource License Terms

Group User definitions

Group agrees to the number of Group Users allowed access to UoF Site Content under the Agreement, as follows:

- 80 unique Group Users

Other Group User restrictions:

Term of Agreement:

- 1 year
 - Term is effective starting **August 15, 2020**

Reference Resource License fee amount Group agrees to pay UoF for access to Site Content during the Term of Agreement ("License Fee"):

- US\$520.00 (\$550 less 5% Covid discount)

Content access method

UoF agrees to provide Group Users access to the University of Fashion Site through: Individual Group Authentication.

Other Reference Resource License Terms, if any:

Date: August 7, 2020

University of Fashion, Inc.

Address: 220 Madison Avenue

PH-H

New York, NY 10016

UoF Representative:

Jeffrey Purvin
Executive Chairman

Title:

Signature: _____