

EDUCATORS RISING CURRICULUM ORDER FORM/CONTRACT**Institution Name:** Fayette County Public Schools - KY**Address:** John D. Price Administration Building, Suite 1051B, 450 Park Place, Lexington, KY 40511**Main Contact Name:** Lori Bowen **Title:** Director of Educator Development**Email:** lori.bowen@fayette.kyschools.us **Phone:** (859) 381-4783**Site/School #1 Name:** Bryan Station High School

User #1 Name: _____

Email Address: _____

User #2 Name: _____

Email Address: _____

Site/School #2 Name: Frederick Douglass High School

User #1 Name: _____

Email Address: _____

User #2 Name: _____

Email Address: _____

Site/School #3 Name: Paul Laurence Dunbar High School

User #1 Name: _____

Email Address: _____

User #2 Name: _____

Email Address: _____

Site/School #4 Name: Tates Creek High School

User #1 Name: _____

Email Address: _____

User #2 Name: _____

Email Address: _____

If Teacher Leader and/or Curriculum Users are not indicated above this information must be submitted within 8 weeks of the contract signature. An update will be required if any changes to Users are made during the period of this contract.

Fees

\$13,000.00	Full access to the Curriculum for up to two access users (teacher or administrator) per site for up to 30 students
\$1,200.00	Two teacher/administrator registrations for EdRising Curriculum Implementation Teacher Training
(\$1,200.00)	WAIVED* Two teacher/administrator registrations for EdRising Curriculum Teacher Training
\$450.00	30 Educators Rising Active Level Memberships per year. Each additional student after these terms are met will be invoiced at \$15 per student.**
(\$450.00)	WAIVED 30 Educators Rising Active Level Memberships per year.
\$500.00	KY Teaching and Learning Pathway and University of Louisville Crosswalk
(\$500.00)	WAIVED KY Teaching and Learning Pathway and University of Louisville Crosswalk
\$13,000.00	Total per site

*\$1200 fee per site for two teacher/administrator registrations for EdRising Curriculum Teacher Training is waived, provided payment is made within 30 days of invoice.

Implementation support (\$1,200) is offered with teacher leader training and regular office hour support. Teacher leader training is offered synchronous and live twice a year, once in-person at the Educators Rising National Conference, and once in a distance learning format 6 months later. These trainings are recorded and are available asynchronously on demand in the Implementation Support section of the Educators Rising Curriculum. For both synchronous and asynchronous trainings, office hours or customer service support is offered on a regular basis which will be posted on a schedule. Additional implementation support can be provided for an additional purchase.

****All students need to join Educators Rising through the online registration portal using the promo code provided to the Teacher Leaders. Teacher Leaders will be required to register students by November 1st or February 15th annually.**

The fees as outlined above are exclusive of new products. Access to new products offered after execution of Agreement will be available for separate purchase.

Term: The INSTITUTION will be invoiced by EdRising in June of the same year for payment for the upcoming agreement year. If payment is not received by July 31 of that year, access to EdRising materials as outlined in this agreement will be terminated.

Order Details:

Number of Implementation Sites	Invoice Date (net 30) & Amount
4	\$52,000
	Due upon signature

Net 30 terms indicate that payment for invoices dated 7/1 are due on 7/31 of each year.

By signing below, the Institution named above agrees to be bound by the terms of the following Subscription Agreement.

Institution
PDK International

Signature: _____

Signature: _____

Name: Dr. Demetrus Liggins

Name: _____

Title: Superintendent

Title: _____

Date: _____

Date: _____

Educators Rising Curriculum Partnership Terms of Agreement

I. DEFINITIONS. For the purposes of these Terms:

1. **"EDRISING MEMBERSHIP PORTAL"** refers to the Educators Rising online community that hosts resources that can be used to facilitate rigorous, high school-based grow-your-own programs.
2. **"PREMIUM CONTENT SECTION"** refers to a private, restricted area in the EdRising Membership Portal that houses a web-based library of all EdRising Curriculum materials.
3. **"LICENSED CONTENT"** refers to the EdRising Curriculum materials consisting of EdRising Curriculum, EdRising Micro-Credentials, audiovisual recordings, Framework Tags, Supplemental Materials, and Implementation Resources (as those terms are defined herein) to be accessed via the EdRising Membership Portal and through the Teacher Leader Training, as further defined and delimited in these Terms.
4. **"EDRISING CURRICULUM"** refers to a customizable curriculum comprised of an online library of instructional materials, including lesson plans of varying lengths for more than 60 topics relevant to high school-aged students who are taking their first steps on the path to becoming highly skilled teachers. These are written or graphical materials that are usually available as PDFs or other electronic files. This includes supplemental materials that support curricular activities, such as clinical experiences or the achievement of Micro-Credentials.
5. **"FRAMEWORK TAGS"** refers to identifiers that link teaching and learning frameworks, such as the Educators Rising Standards and their cross-cutting themes, to observable activities in the EdRising Curriculum instructional materials. Frameworks are copyrighted by Educators Rising. Framework Tags are a copyright element in the EdRising Membership Portal.

6. **"IMPLEMENTATION RESOURCES"** are resources to help INSTITUTION make effective use of the EdRising Curriculum program materials, such as user guides, examples of use of instructional materials, suggested scopes and sequences, and related materials provided by Educators Rising to support the effective implementation of the Curriculum.
7. **"AUTHORIZED ORGANIZATIONS" OR "ACADEMIES"** refers to INSTITUTION and any organization serving or supporting an EdRising Curriculum to whom INSTITUTION grants access to the EdRising Membership Portal Premium Content Section, as set forth on Cover Sheet, which is incorporated herein by reference. Access is granted by INSTITUTION by paying the license fee to Educators Rising. Access by Authorized Organizations, including updating the list of Authorized Organizations identified on Cover Sheet, shall be subject to approval by Educators Rising.
8. **"AUTHORIZED ORGANIZATION MATERIALS"** refers to reports, materials, and all works of authorship in whatever form, printed, electronic, or otherwise, that are developed, created, or prepared by Authorized Users in connection with any EdRising Curriculum program.
9. **"AUTHORIZED USER"** refers, collectively, to Authorized Organization's Administrative and General Users (as those terms are defined herein).
 - a. **"Administrative User"** refers to an individual who is an employee, independent contractor, faculty member, or staff member of Authorized Organization who has been assigned as the Institution primary point of contact or Teacher Leader for the local Curriculum program. Administrative users are permitted to access the EdRising Membership Portal Premium Content Section directly and use that access to provide Licensed Content in contexts such as courses to General Users (e.g. high school-aged pre-service teachers). An independent contractor must be contracted to the Authorized Organization. Authorized Organization may permit Administrative Users to authorize access by General Users in accordance with these Terms.
 - b. **"General User"** refers to an individual who is an employee, independent contractor, registered student, faculty member, or staff member of Authorized Organization who is participating in the local Curriculum program, and who is permitted to access materials from the EdRising Membership Portal Premium Content Section for the purpose of personal professional learning and growth. An independent contractor must be contracted to the Authorized Organization.
10. **"TEACHER LEADER"** refers to the teacher who is teaching the course in which the EdRising Curriculum is being used.
11. **"TEACHER LEADER TRAINING"** refers to the initial training provided to the teacher who is teaching the course in which the EdRising Curriculum is being used.

II. **EDUCATORS RISING ROLES AND RESPONSIBILITIES.** Educators Rising will provide:

1. **EDRISING CURRICULUM:** Educators Rising supports use of the EdRising Curriculum by providing:
 - a. **Curricular materials.** This is a one-year subscription to the EdRising Curriculum. These materials are reviewed and revised by Educators Rising from time to time as necessary to ensure relevance to current best practices in teacher preparation.
 - b. **Clinical materials.** These are guiding documents to support a wide range of clinical experiences appropriate for high school-aged students who are beginning to develop their teaching skill set.
 - c. **Implementation resources.** These resources help Institutions and schools support the teacher course. Resources include, but are not limited to, sample scopes and

sequences, and assistance in establishing clinical experiences for students, including recruiting and orienting host schools/teachers.

- d. Digital access. Authorized users can access the curriculum and implementation resources through the EdRising Membership Portal Premium Content Section.
2. **EDRISING TEACHER LEADER TRAINING:** The Teacher Leader facilitating the local EdRising Curriculum plays a critical role. Educators Rising supports Teacher Leaders in their work by providing a series of trainings and ongoing support including:
 - a. Initial training. This training serves as orientation to the EdRising Curriculum. Teacher Leaders will be provided with support to customize the curriculum to meet their local need and establish robust clinical experiences for students.
 - b. Ongoing virtual support. Educators Rising will facilitate ongoing virtual support via the EdRising Membership Portal.
 - c. Connection to the network and the national office. Educators Rising is able to provide schools with a network of support that goes beyond their own school administrations. At national conferences and with ongoing network communications, Educators Rising connects schools with other Teacher Leaders and administrators in the network to offer best practices and peer advice. In addition, Educators Rising's fundraising and public relations campaigns engage the entire network, enabling individual school to feel the support and power of the entire network. Educators Rising's prominence as national organization also gives voice to the successes of individual schools and to the role of the network in growing this teacher pipeline movement.

III. **SUBSCRIPTION.** As part of hosting an EdRising Curriculum program, Educators Rising will provide INSTITUTION a subscription to the EdRising Curriculum. The terms and conditions for that subscription are as follows:

1. **LICENSE GRANT:** Subject to these Terms, Educators Rising grants to Authorized Organization a non-exclusive, non-transferable, limited license to access and use the Licensed Content and the right to sublicense access to and use of the Licensed Content to Authorized Users solely for the Permitted Uses set forth in these Terms. This license shall terminate upon the expiration or termination of these Terms.
 - a. Permitted Uses of Licensed Content. Authorized Organization may use Licensed Content only for the purposes set forth below and only in accordance with these Terms.
 - i. Authorized Users. Administrative and General Users may use Licensed Content as follows:
 - Administrative Users.
 - Administrative Users may access and view Licensed Content for purposes of their own personal professional growth and development.
 - Administrative Users may access and view Licensed Content for purposes of developing and preparing courses and/or Authorized Organization Materials. Upon request by Educators Rising, Authorized Organization agrees to provide Educators Rising with access to or a copy of any materials developed by any Administrative User.
 - Licensed Content may be printed or disseminated only for direct use with the EdRising Curriculum program of study, and only then for personal professional development or use by or with General Users.
 - Administrative Users may display Licensed Content to other Authorized Users in connection with the delivery of any EdRising Curriculum program materials developed in accordance with these Terms.

- o Educators Rising reserves the right to deny the use of any Licensed Content by Authorized Organization in connection with any EdRising Curriculum program.
- General Users. As authorized by an Administrative User, General Users may access Licensed Content from the EdRising Membership Portal Premium Content Section.

Authorized Organization must report to the Educators Rising national office within three (3) business days any Authorized User who becomes disaffiliated with Authorized Organization. Educators Rising will disable access of an Authorized User to the EdRising Membership Portal Premium Content Section if the Authorized User becomes disaffiliated with Authorized Organization.

- ii. Limited Use for Research. Under limited circumstances, and in the sole discretion of Educators Rising, Authorized Organization may be permitted to (i) use Licensed Content for research purposes; and (ii) publish articles, presentations, or other communications describing aspects of the Licensed Content. In all such cases, Authorized Organization must submit a written Request for Confidential and Appropriate Use of Educators Rising Data for Educational Research ("Research Request") to Educators Rising and receive written approval from Educators Rising before proceeding. Such approval may be conditioned upon execution of an additional license agreement by Authorized Organization.
 - iii. Additional Permitted Uses. Authorized Organization may propose additional use(s) of Licensed Content to Educators Rising in writing for review and approval, which will be granted or denied in the sole discretion of Educators Rising. Any written proposal(s) submitted by Authorized Organization will be held confidential by Educators Rising unless otherwise agreed by Authorized Organization.
- b. Prohibited Uses of Licensed Content. Authorized Organization acknowledges and agrees that Authorized Organization and its Authorized Users are prohibited from using Licensed Content as follows:
- i. Authorized Organization and its Authorized Users may not use the EdRising Membership Portal Premium Content Section or Licensed Content for any purpose not explicitly permitted in paragraph IV.1 of these Terms.
 - ii. Authorized Organization and its Authorized Users may not impose any fee or charge, or receive any other form of compensation in connection with the exercise of any of the rights granted under these Terms, excepting fees or tuition charged by Authorized Organization to its General Users in connection with programs of study and/or Authorized Organization Materials, unless otherwise agreed upon by the parties in writing.
 - iii. Authorized Organization and its Authorized Users may not make any Licensed Content available for access to, display to, or use by anyone who is not an Authorized User, or otherwise transfer any Licensed Content to anyone who is not an Authorized User, except as explicitly provided in paragraph IV.1 of these Terms.
 - iv. Authorized Organization and its Authorized Users may not download, reproduce, prepare derivative works based on, or store in print or electronic form any Licensed Content, except as explicitly provided in paragraph IV.1 of these Terms.
 - v. Authorized Organization and its Authorized Users may not make any effort to identify subjects appearing in any Licensed Content (including, without limitation,

teachers, students, and other adults). In the event Authorized Organization becomes aware of the identity of any subject appearing in any Licensed Content, Authorized Organization must: (1) cease to make use of such cases with its Authorized Users with access to such Licensed Content; and (2) immediately notify Educators Rising.

- vi. Authorized Organization and its Authorized Users may not use Licensed Content in any manner that in any way demeans, disparages, or denigrates subjects appearing in Licensed Content (including, without limitation, teachers, students, and other adults) or Educators Rising.
- vii. Authorized Organization and its Authorized Users may not use Licensed Content in any manner that is inconsistent with the mission of Educators Rising.
- viii. Authorized Organization and its Authorized Users may not use Licensed Content as example entries to support current candidates for Educators Rising Micro-Credentials who are not Authorized General Users.

2. AUTHORIZED ORGANIZATION OBLIGATIONS.

a. Confidentiality.

- i. Authorized Organization acknowledges that Authorized Organization will acquire information and materials from Educators Rising and knowledge about the business, products, services, and methods of Educators Rising, and that all such knowledge, information, and materials acquired, including, without limitation, the EdRising Curriculum, EdRising Membership Portal, and Licensed Content, are and will be the trade secrets and confidential and proprietary information of Educators Rising (collectively "Confidential Information"). Wherever possible, Confidential Information will be marked to identify it as such. If Confidential Information is disclosed orally, Educators Rising will advise Authorized Organization of the confidentiality of such information in a manner deemed appropriate by Educators Rising. Confidential Information will not include, however, any information that is or becomes part of the public domain through no action of Authorized Organization or that Educators Rising regularly provides to third parties without restrictions on use or disclosure or as may be disclosed pursuant to a lawful investigation or court order.
- ii. Authorized Organization agrees to hold all Confidential Information in strict confidence and not to disclose any Confidential Information to others or use any Confidential Information in any way, commercially or otherwise, except as explicitly set forth in paragraph IV.1 of these Terms, or as otherwise authorized by Educators Rising in writing.
- iii. Authorized Organization agrees to take all reasonable action to prevent access to and/or use of any Confidential Information by any person or organization not expressly authorized by these Terms. Authorized Organization agrees to notify Educators Rising immediately of any unauthorized access to or use of any Confidential Information. Authorized Organization will promptly furnish full details of such unauthorized access or use to Educators Rising and will assist in preventing the recurrence of such unauthorized access or use.
- iv. The obligations of this section 2 shall apply during the Term of these Terms and for five (5) years thereafter.

b. Additional Obligations.

- i. Authorized Organization assumes responsibility for any access to the EdRising Membership Portal by Authorized Organization's Authorized Users via Authorized Organization's Authorized System, and Authorized Organization assumes

responsibility for any consequences that may result from any unauthorized access to or use of Licensed Content.

- ii. Authorized Organization and its Authorized Users are responsible for maintaining the confidentiality of any user names and passwords assigned by Authorized Organization under these Terms, including, without limitation, user names and/or passwords required for access by Authorized Organization's Authorized Users via Authorized Organization's system, and Authorized Organization assumes responsibility for any consequences that may result from any disclosure thereof.
- iii. Authorized Organization agrees to these Terms and shall be responsible for compliance with same on behalf of its Authorized Users. Authorized Organization represents and warrants that it has the right and authority to enter into these Terms and commit to these responsibilities on behalf of its Authorized Users.
- iv. Authorized Organization acknowledges and agrees that, upon initial access to the EdRising Membership Portal, Authorized Organization's Authorized Users will be required to accept a click-through agreement with terms and conditions no less restrictive than these Terms, and, in the event of a conflict between the terms and conditions of the click-through agreement and these Terms, these Terms will control. Authorized Organization represents and warrants that it will use best efforts to notify its Authorized Users of these Terms.

3. EDUCATORS RISING OBLIGATIONS.

a. Support.

- i. Educators Rising will provide access to the EdRising Membership Portal in accordance with common practice for commercial web-based services providers.
- ii. Educators Rising will provide INSTITUTION with reasonable technical support by email and telephone during the normal business hours of Educators Rising (Monday-Friday, 9:00 a.m. to 4:00 p.m. Eastern, except for official U.S. government holidays). Educators Rising shall not be required to respond to support inquiries from individual Authorized Users or non-Subscriber Authorized Organizations.
- iii. Educators Rising reserves the right to interrupt the access to the EdRising Membership Portal as reasonably necessary or convenient for its own purposes, which may include, without limitation, changing access procedures and implementing improvements to the EdRising Membership Portal. Educators Rising shall use its best efforts to give Authorized Organization at least forty-eight (48) hours' notice of any interruption and to perform such maintenance during hours reasonably considered to cause the least disruption to Authorized Organization.

- b. **Privacy.** Educators Rising will treat any Personally Identifiable Information accessed or collected by Educators Rising in accordance with the Educators Rising Privacy Policy (available at educatorsrising.org). "Personally Identifiable Information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Personally Identifiable Information in the EdRising Membership Portal may include a user's name and email address.

- IV. EXTERNAL PROGRAM RESEARCH.** Within locally established guidelines, the INSTITUTION grants its informed consent for Educators Rising or a third party under contract with Educators Rising to conduct research related to Curriculum program development and operations. The INSTITUTION agrees to participate in surveys, focus groups, interviews and data collection related to Curriculum program evaluation. All survey and interview requests will

be conducted on a voluntary basis only, with appropriate informed consent protocols. All INSTITUTION record information will be handled confidentially and used without student or staff names to protect anonymity. Educators Rising agrees that all information gathered pursuant to such research will remain anonymous and confidential, will not identify specific students or staff members without their written consent, and will not in any way jeopardize an Authorized Organizations Educators Rising network membership. Research data will be protected with restricted access and be used only for research reports and publication purposes. Research findings will be disseminated through professional journals/publications, as well as through workshops and seminars at professional meetings. Educators Rising will also use the results of such studies to aid in its own internal evaluation.

V. MARKETING AND PR.

1. LOGOS: Use of the Educators Rising and respective Curriculum service marks and logos, including the color scheme thereof, and tag line, "There's power in Teaching," is permissible in such manner as Educators Rising may establish from time to time through its Brand Guidelines (accessed at www.educatorsrising.org). These logos and colors must be used on all Educators Rising or Educators Rising Curriculum materials and in all marketing, promotional, and other materials which in any way make reference to a Curriculum and/or Educators Rising, created or distributed by the INSTITUTION, and/or its employees or representatives, and to comply in all respects with section III Subscription, 1 License Grant of this Agreement regarding the use of Educators Rising materials. Failure to comply with the provisions in this paragraph may lead to Educators Rising's exercising its right to terminate this agreement.

2. PRESS RELEASES:

a. All local Curriculum-related press releases must include Educators Rising's official boilerplate as follows:

"Educators Rising — a division of PDK International — is transforming how America develops aspiring teachers. Starting with high school students, we provide passionate young people with hands-on teaching experience, sustain their interest in the profession, and help them cultivate the skills they need to be successful educators. The result is a pipeline of accomplished teachers who are positioned to make a lasting difference — not only in the lives of their students, but also in the field of teaching more broadly. Learn more at educatorsrising.org."

b. Educators Rising also requires that any Curriculum press release or news alert be sent to Educators Rising. These materials should be sent to: info@educatorsrising.org.

c. All Academies are also encouraged to submit local success stories to Educators Rising that they feel would be of national or regional interest. If appropriate, these will be included in Educators Rising's public relations efforts.

d. These brand guidelines (including logo usage and press release boilerplate) are subject to revision. If any changes are made to these guidelines, all INSTITUTIONS in the network will be notified via e-mail.

VI. TERM AND TERMINATION.

1. TERM: The Initial Term of this agreement is set forth in the Cover Sheet. Thereafter, these Terms will auto renew for the same number of successive terms ("Renewal Term(s)"), will begin on the anniversary of the Effective Date ("Renewal Date(s)"). The Initial Term and any Renewal Term(s) are collectively referred to herein as the Term.

2. **TERMINATION:** These Terms may be terminated: (a) by either party, for cause, upon fifteen (15) days' prior written notice if the other party breaches any material term or condition of these Terms and such material breach is not remedied within such fifteen (15)-day notice period; (b) immediately by written notice to the other party upon the occurrence of any of the following events: (i) if the other party ceases to do business, or otherwise terminates its business operations; (ii) if the other party is unable to meet its obligations in the normal course of business; or (iii) if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, or comparable proceeding, or if any such proceeding is instituted against the other party and such proceeding is not dismissed within ninety (90) days; or (c) by either party, for convenience, upon sixty (60) days' prior written notice to the other party.
3. **INSTITUTION OBLIGATIONS UPON TERMINATION:** Within three (3) business days after the expiration or termination of these Terms, for any reason, all Authorized Organizations shall destroy or delete all Confidential Information in the possession of Authorized Organization and its Authorized Users, irrespective of format, including, without limitation, any Licensed Content, and shall provide to Educators Rising a written certification confirming such destruction.

VII. FINANCIAL OBLIGATION.

1. **CURRICULUM FEE:** During the Initial Term of these Terms, INSTITUTION shall pay Educators Rising a fee as set forth in the Cover Sheet.
2. **PAYMENT:** Payment for the Initial Term is due within thirty (30) days of the Effective Date of these Terms. Payment for any Renewal Term(s) is due within thirty days of any Renewal Date(s).
3. **RENEWAL:** Educators Rising reserves the right to adjust the Curriculum Fee in any Renewal Term(s) by providing notice to INSTITUTION within thirty (30) days of any Renewal Date(s).
4. **TAXES:** Except as otherwise exempt from taxes, INSTITUTION shall be responsible for paying all applicable taxes resulting from its receipt of access to Licensed Content and/or any integration and connection services pursuant to these Terms, except for any taxes that may be based on income of Educators Rising.

VIII. INTELLECTUAL PROPERTY RIGHTS.

1. **EDUCATORS RISING RIGHTS:** Educators Rising shall own and retain ownership of all materials or intellectual property owned by Educators Rising as of the Effective Date of these Terms, including, without limitation, all Educators Rising trademarks, patents, copyrights, trade secrets, know-how, curriculum materials, standards, brochures, administrative materials or other intellectual property or proprietary rights, and all rights, title, and interest in and to the EdRising Membership Portal Premium Content Section and Licensed Content ("Educators Rising Pre-Existing IP"). Educators Rising shall also own and retain ownership of and any and all modifications, improvements, continuations, continuations in part, enhancements, or derivatives thereof created from Educators Rising Pre-Existing IP during the Term of these Terms, including, without limitation, teacher leader training, curriculum materials, and implementation support materials. Educators Rising materials may not be reproduced, shared with, distributed, or disclosed to other schools or education institutions or, except with respect to Educators Rising Curriculum Teacher Leaders or other persons materially involved in the establishment and operation of the Educators Rising Curriculum, any other person or entity. The INSTITUTION shall make this restriction clearly known to all persons or entities to whom or which Educators Rising Curriculum materials and Licensed Content are made available to as permitted in

paragraph IV.1 of this document, and shall use its best efforts to ensure that all such persons or entities comply with the provisions hereof. Educators Rising reserves the right to monitor Authorized Organization's access to and use of Licensed Content.

2. **AUTHORIZED ORGANIZATION RIGHTS:** Authorized Organization shall own and retain ownership of any materials or intellectual property owned by Authorized Organization as of the Effective Date, including, without limitation, all Authorized Organization trademarks, patents, copyrights, trade secrets, know-how, or other intellectual property or proprietary rights ("Authorized Organization Pre-Existing IP"). Authorized Organization shall also own and retain ownership of any and all Programs of Study and Authorized Organization Materials, but Authorized Organization shall not have any ownership rights in any Licensed Content that may have been used to create such Programs of Study and/or Authorized Organization Materials. Upon mutual agreement of the Parties, Authorized Organization will grant to Educators Rising a world-wide, perpetual, irrevocable, royalty free, transferable, assignable, and sub-licensable license to use, copy, modify, perform, display, and create derivative versions of such Programs of Study and/or Authorized Organization Materials for the benefit of other Educators Rising Curriculum participants, and, also upon mutual agreement, Authorized Organizations shall provide access to such Programs of Study and/or Authorized Organization Materials directly to other Educators Rising Curriculum participants.

IX. LIQUIDATED DAMAGES.

1. **LIQUIDATED DAMAGES:** If the Authorized Organization breaches its obligations under provisions III.1.b., III.2., VI.3., or VIII.1. of this Agreement, Authorized Organization shall pay to Educators Rising \$10,000.00, or the market value of the Licensed Content, for each year in which the breach occurs as liquidated damages. The parties agree that quantifying losses arising from Authorized Organization's breach of its obligations under the above-mentioned provisions is inherently difficult insofar as such a breach may impact Educators Rising's reputation or the value of its IP. Authorized Organization and Educators Rising further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based on the parties' experience in the education industry and given the nature of the losses that may result from such a breach. This provision shall apply in any event, even if Educators Rising may breach its obligations under this Agreement. This provision shall also apply in the event that an employee or representative of Authorized Organization breaches the above-mentioned provisions. Educators Rising reserves the right to seek and recover actual, consequential, and special damages which may arise or are the result of Authorized Organization's breach of any provisions of this Agreement.

X. LIMITED WARRANTY AND DISCLAIMER.

1. **LIMITED WARRANTY:** Educators Rising represents and warrants that it holds the rights, title, and interest in and to EdRising Curriculum, the EdRising Membership Portal, and Licensed Content.
2. **DISCLAIMER:** Educators Rising hereby disclaims any and all warranties, express or implied, including, without limitation, all implied or statutory warranties of merchantability, fitness for a particular purpose, accuracy of informational content, and non-infringement. Educators Rising makes no warranty or representation of any kind, express or implied, with respect to the quality, originality, suitability, or searchability of the Licensed Content, including, without limitation, technical inaccuracies and typographical errors. Educators Rising disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind

resulting from use of EdRising Curriculum, the EdRising Membership Portal, or the Licensed Content by the Authorized Organization and its Authorized Users.

- XI. INDEMNIFICATION.** INSTITUTION shall defend, indemnify, save and hold harmless Educators Rising, and its respective directors, officers, agents, employees and insurers, and its respective successors and assigns, from and against any and all liabilities, losses, claims, damages, assessments, fines, penalties, costs and expenses of any nature, including reasonable attorneys' fees and expenses, incurred or suffered by any of them in connection with INSTITUTION's use of Licensed Content and EdRising Curriculum materials, or any other activity pursuant to these terms. This obligation extends to actions by any Authorized Users or injuries sustained by any Authorized Users in the course of participating in the Curriculum or other activities contemplated under these Terms. INSTITUTION shall be liable for its own actions including any negligent act or omission or willful misconduct to the extent and in the manner provided for by applicable law. Educators Rising will (i) notify INSTITUTION in writing of any claim identified under this paragraph 12, and (ii) reasonably cooperate with INSTITUTION in the defense and settlement of such claim. In all events, Educators Rising shall have the right to participate, at Educators Rising's own expense, in the defense of any such claim through counsel of the Educators Rising's choice. INSTITUTION shall not settle any such claim without the prior written consent of Educators Rising.

XII. LIABILITY.

- To the extent allowed by law*
- 1. LIMITATION OF LIABILITY:** EXCEPT IN CONNECTION WITH ANY INDEMNIFICATION REQUIREMENTS OF THESE TERMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA) ARISING OUT OF OR RELATING TO THESE TERMS, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.
- 2. TOTAL LIABILITY:** The total liability of Educators Rising for any losses, injuries, claims, liabilities, or damages arising out of or relating to these Terms shall not exceed the subscription fee paid by INSTITUTION to Educators Rising during the Initial Term of these Terms (as set forth in the Cover Sheet).

XIII. MISCELLANEOUS.

- 1. ENTIRE AGREEMENT:** These Terms, including the Cover Sheet and any attachments hereto, sets forth the entire agreement between the parties regarding the License and INSTITUTION's access to and use of Licensed Content, and supersedes any and all prior written or oral negotiations, understandings, and any other agreements between the parties concerning the License and INSTITUTION's access to and use of Licensed Content. Any amendment or modification of these Terms must be in a writing signed by both parties. Unless otherwise specified, all writings required by these Terms (e.g., the terms "written" or "in writing") shall include email.
- 2. GOVERNING LAW AND JURISDICTION:** These Terms shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, or, in the event of state agencies, the laws of that state, with the exception of the choice of law rules thereof. In the event of any litigation arising under or relating to these Terms, each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of

the courts located in the state and county of the defending party's headquarters, and each party hereby submits to the personal jurisdiction of such courts.

3. **DISPUTES:** Any and all disputes arising under these Terms will be resolved by the parties through good faith negotiations in the ordinary course of business. Any dispute not so resolved will be submitted for mediation to JAMS or its successor, or a similar organization as mutually agreed upon by the parties, in writing, prior to execution of these Terms. Each party hereby reserves all rights to obtain provisional remedies that may be available under applicable law, and no application for any such remedy will be deemed inconsistent with the obligation of the parties to mediate their disputes.
4. **NO ASSIGNMENT:** Authorized Organization may not assign, subcontract, or sublicense these Terms or any of Authorized Organization's rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of Educators Rising. Any attempted assignment or other transfer in violation of the foregoing shall be void and of no force or effect. These Terms shall be fully binding upon, inure to the benefit of, and be enforceable by the parties and their permitted successors and assigns.
5. **INDEPENDENT PARTIES:** The parties are and will remain separate and distinct legal entities at all times. Nothing in these terms constitutes the naming of either party as an agent or legal representative of the other party for any purpose whatsoever except as specifically set forth herein. These Terms do not create any relationship of agency, partnership, or joint venture between the parties, and neither party shall make any such representation.
6. **AUDIT:** INSTITUTION acknowledges and agrees that Educators Rising shall have the right, upon reasonable prior notice, to inspect INSTITUTION'S books and records for the purpose of verifying compliance with these Terms.
7. **COUNTERPARTS:** These Terms may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. In the event that any signature is delivered by email delivery of an electronic data file (e.g., a ".pdf" format data file) or other electronic or digital signature format, such electronic or digital signature shall evidence the intent and create a valid and binding obligation of the executing party (or the party on whose behalf such signature is executed) with the same force and effect as if such electronic signature were an original thereof.
8. **SURVIVAL:** The following provisions of paragraphs 4, 9, 10, 11, 12, and any other provision that by its nature should survive, shall survive the expiration or termination of these Terms.