

LICENSING AGREEMENT

This LICENSING AGREEMENT (“Agreement”) is made as of this 9th day of September, 2024 (“Effective Date”) by and between Rubin Education, a Virginia corporation with its principal office located at 5229 Baptist Circle, Virginia Beach, VA 23464 (“Rubin Education” or “Licensor”) and Oldham County Schools with its principal office located at 6165 W. Highway 146, Crestwood, KY 40014 (“Licensee”). Rubin Education and Licensee may be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

WHEREAS, Rubin Education is an owner, developer, and provider of copyrighted educational materials, tools, products, and services for students, teachers, and educators, especially in the categories of professional and career development; and,

WHEREAS, Licensee desires to license **Rubin Education’s Emerge curriculum for employability skills** for use in an educational program during the term of this Agreement; and

WHEREAS, pursuant to the terms of this Agreement, Rubin Education grants and Licensee receives a license to use the Curriculum, as defined below and set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. License

a. Subject to the terms, conditions, and limitations of this Agreement, Rubin Education hereby grants to Licensee for the term of this Agreement a limited, revocable, non-exclusive, non-transferable, royalty-free license and right to use copyrighted curriculum purchased or otherwise obtained from Rubin Education (“the Curriculum”) solely in connection with an educational program.

b. Licensee shall be permitted to create revisions, edits, modifications, customizations, improvements, translations, adaptations, and other materials derived from the Curriculum (collectively “Derivative Works”), subject to Section 5 below.

2. Conditions of License. This License is expressly subject to the following terms and conditions:

a. The educators teaching the Curriculum and the students under license are the sole authorized users of the Curriculum (“Authorized Users”). Receipt of full payment by Rubin Education from Licensee is a condition precedent to use the Curriculum. Renewals or extensions of this Agreement are subject to additional fees, to be agreed upon by Rubin Education and Licensee prior to renewal or extension.

b. Duration of Use. **The term of Agreement shall be through June 30, 2025.**

This Agreement shall not automatically renew at its expiration.

c. Scope of Use.

- i. The Curriculum may be used only for educational programming in accordance with the terms of this Agreement. This license does not authorize the redistribution or transmittal of the Curriculum for non-educational purposes or for any other purpose not expressly stated herein.
- ii. This license is not assignable or transferable by operation of law or otherwise without the express written consent of the Rubin Education.
- iii. This license is limited to the Licensee and Licensee's Authorized Users, including any off-campus digital access to the Curriculum by Authorized Users as provided for by the Curriculum and Rubin Education ("Premises").
- iv. This license does not authorize the broadcasting, telecasting, or transmission, in any form, of the Curriculum to persons outside of the Premises other than the Authorized Users and as stated in Section 2(c)(iii) of this Agreement.
- v. Licensee will provide location or enrollment data to Rubin Education within ten (10) business days upon Rubin Education's reasonable written request.
- vi. All marketing and promotional content created or contributed by Licensee that incorporate any portion of the Curriculum must be approved by Rubin Education in writing prior to distribution.
- vii. Licensee hereby agrees to promptly notify Rubin Education of any unauthorized use of the Curriculum by others promptly as it comes to Licensee's attention.

d. Confidentiality. Licensee shall keep the Curriculum confidential and protect such material from unauthorized disclosure, publication, or dissemination, whether by its employees, agents, or representatives, using at least the same degree of care that Licensee uses to protect its own confidential information but in no event less than reasonable care, and shall not disclose or disseminate or permit disclosure or dissemination to any other person or entity not deemed an Authorized User under this Agreement. Licensee shall not disseminate the Curriculum to any person that is not an Authorized User of Licensee without Rubin Education's prior written approval.

e. Rubin Education reserves the right, in Rubin Education's sole discretion, to amend, update, or modify the Curriculum, as needed, to better reflect the needs and wants of all users, worldwide, of Rubin Education products and the Curriculum, or versions thereof, at any time without notice. Updates to the Curriculum or new content relating to the Curriculum created by Rubin Education, if any, shall be made available to Licensee on the same terms and conditions as other similarly situated licensees, in Rubin

Education's sole discretion. Any updates or upgrades to the Curriculum, including any updates or upgrades that supplement or replace the original Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. Rubin Education shall be under no obligation, however, to amend or update the Curriculum or to create new content.

3. Termination.

a. For Cause. Rubin Education may terminate this Agreement in the event Licensee materially breaches this Agreement and fails to cure said material breach within thirty (30) days of receiving written notice of said material breach from Rubin Education. Notice shall include a description of the asserted breach. The following acts shall constitute a material breach ("Material Breach") of the Agreement:

- i. Failure to pay the licensing fee in full.
- ii. Any use by Licensee of the Curriculum in any Duration of Use or Scope of Use other than specified in this Agreement.
- iii. Any uncorrected failure or any systemic material failure to materially comply with the quality control obligations under Section 6.
- iv. Any unauthorized disclosure or failure to hold the Curriculum in confidence.
- v. Any application by Licensee or its affiliates to register or cooperate in any effort by any third party to register Rubin Education materials protected by copyrights, trademarks, service marks, domain names, or trade names containing the Rubin Education marks or that are confusingly similar to or dilutive of Rubin Education marks anywhere in the world in connection with any products or services.
- vi. Any challenge or participation in any challenge by Licensee or its affiliates against Rubin Education relating to the Curriculum during the Term.
- vii. A change in control of Licensee resulting in a transfer or sublicense of the Curriculum without the prior written consent of Rubin Education.
- viii. Licensee becomes insolvent or bankrupt, makes an assignment for the benefit of its creditors, or has a receiver, manager, or similar officer appointed for the whole or any part of its assets or business, or discontinues its business, or there is an order or resolution made for its dissolution or liquidation.

b. Interference in Rubin Education's Operations. Rubin Education shall have the right to terminate this Agreement by written notice in the event of:

- i. Any major interference with the operations of Rubin Education in the state, territory, dependency, possession, or political subdivision in which Licensee is located, by reason of any law of such state, territory, dependency, possession, or political subdivision; or

- ii. Any substantial increase in the cost to the Rubin Education of operating in such state, territory, dependency, possession, or political subdivision, by reason of any law of such state, territory, dependency, possession, or political subdivision.
- c. Other than For Cause. This Agreement may be terminated at any time by a mutual written agreement of the Parties.
- d. Effect of Expiration or Termination. Upon expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall automatically and immediately cease and terminate and Licensee shall have no further right to use the Curriculum in any manner or for any purpose. Licensee, at Rubin Education's election, shall promptly (a) return the Curriculum (including both originals and any copies thereof in Licensee's possession or control) to Rubin Education, and/or (b) destroy the foregoing and provide Rubin Education with satisfactory proof of such destruction.
- e. The right to terminate this Agreement shall be in addition to any and all other remedies which Rubin Education may otherwise have under the law.

4. Ownership of Curriculum; Intellectual Property Rights. Licensee acknowledges that the Curriculum shall remain the sole and exclusive property of Rubin Education. Licensee recognizes the great value of the publicity and goodwill associated with the Curriculum and acknowledges that such goodwill belongs exclusively to Rubin Education. Licensee further acknowledges that Rubin Education retains all copyright and other intellectual property ownership rights in and to the Curriculum and that Licensee acquires no ownership rights or interest whatsoever in or to the Curriculum. Rubin Education reserves all rights not expressly herein granted to Licensee with respect to the Curriculum. To the extent Licensee creates Derivative Works from the Curriculum, such Derivative Works will automatically be deemed part of the Curriculum for the purposes of this Agreement.

5. Data Privacy. Rubin Education has established and implemented policies, programs, and procedures and will employ security measures, as determined by Rubin Education in its sole discretion, to protect the confidentiality, integrity, and security of personal information in its possession, custody, or control against unauthorized access, use, modification, disclosure, or other misuse. Rubin Education obtains a student's first name, last name and email address for the purpose of creating student accounts in the Curriculum. Rubin Education does not share student information with any third parties. At the completion of the license term, Rubin Education expunges all student data.

If Licensee uses Rubin Education's Propel writing tool, student personal identifiable information (PII) is anonymized and not retained in the Propel logs. No sensitive information is obtained or saved.

6. Quality Control.

a. Value. Licensee acknowledges that the Curriculum is extremely valuable and must continue to be associated only with high-quality goods and services in order to maintain its value.

b. Quality of Licensee's Business. Licensee shall only use the Curriculum in connection with high-quality goods and services that comply with all applicable laws and regulations in the jurisdictions in which such goods and services are offered, sold, and/or rendered.

c. Suspension. Without prejudice to the Rubin Education's right to terminate pursuant to Section 4 of this Agreement, the right to use the Curriculum shall be suspended in relation to any offering not complying with Section 6(b) above, until such time as Licensee has cured such non-compliance. In the event Rubin Education suspends Licensee's rights to use the Curriculum, Rubin Education will evaluate all submissions evidencing correction of the identified quality control failure within a commercially reasonable period normally not to exceed thirty (30) days from of receipt from Licensee.

d. Copyright/Mark Usage. Licensee will use Rubin Education's copyright or other licensed marks in accordance with appropriate standards for copyright or mark usage as established by Rubin Education. Upon Rubin Education's reasonable request, Licensee will submit samples of its copyright or mark usage to Rubin Education. Licensee shall promptly correct any quality deficiencies identified by Rubin Education.

e. Generally. Licensee shall, at all times, conduct its business and operations so as not to bring disrepute upon the Curriculum or Rubin Education. Licensee shall not use the Curriculum in a manner that causes physical or emotional distress or is disparaging to Rubin Education.

7. No Warranty. THE CURRICULUM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. LICENSEE ACKNOWLEDGES AND AGREES THAT (A) THE CURRICULUM MAY CONTAIN ERRORS, BUGS, AND DEFECTS; (B) ACCESS AND USE OF THE CURRICULUM IS AT LICENSEE'S SOLE RISK; AND (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH LICENSEE. RUBIN EDUCATION SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE CURRICULUM OR FOR ANY LOSS OF DATA. RUBIN EDUCATION DOES NOT REPRESENT OR WARRANT THAT THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS, OR ERRORS (COLLECTIVELY, "FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. RUBIN EDUCATION MAKES NO GUARANTEES OF COMPLETENESS, ACCURACY, OR TIMELINESS. RUBIN EDUCATION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF AVAILABILITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION, STATEMENT,

REPRESENTATION, OR ADVICE GIVEN BY RUBIN EDUCATION OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RUBIN EDUCATION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY RELATED TO LICENSEE'S OR ITS AUTHORIZED USER'S ACCESS OR USE OF THE CURRICULUM, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM LICENSEE'S OR ITS AUTHORIZED USER'S RELIANCE ON ANY INFORMATION OBTAINED FROM RUBIN EDUCATION, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RUBIN EDUCATION'S RECORDS, PROGRAMS OR SYSTEMS, AND EVEN IF RUBIN EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL LIMITATIONS OF LIABILITY UNDER SECTION 8 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

9. Indemnification. To the extent permissible under the applicable law, neither Rubin Education nor its successors, legal representatives, and assigns, or their respective officers, agents, or employees, shall be liable for any loss, damage, injury, or other casualty of whatsoever kind, or by whomsoever caused (irrespective of negligence or fault, whether sole, concurrent, active, passive, comparative, strict, contractual, or vicarious of Rubin Education) (collectively, "Damages"), to the person or property of anyone, including Licensee or any of its affiliates, employees, agents, or customers, relating in any way to Licensee's or its affiliates', employees', agents' or customers' use or advertisement of the Curriculum. Licensee agrees for itself and its affiliates, employees, agents, customers, successors, and assigns, to indemnify and hold harmless Rubin Education, its successors, legal representatives, assigns, and licensees, and their respective officers, agents and employees, from and against all claims, counterclaims, demands, liabilities, suits, actions, judgments, losses, costs and expenses, including all reasonable expenses and attorneys' fees, in connection therewith, for any Damages arising from: (i) Licensee's and/or its Authorized User's use of the Curriculum; (ii) Licensee's manufacture, distribution, advertisement, marketing, promotion, sale, or provision of goods and services in relation to the Curriculum; and/or (iii) any breach by Licensee of this Agreement.

10. No Partnership or Franchise. This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Rubin Education and Licensee, or (2) a franchise agreement between Rubin Education and Licensee. Licensee shall have no right to obligate or bind Rubin Education in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons. The parties understand that no party is an agent, employee, or servant of the other party.

11. Binding Effect. This Agreement shall be deemed to inure to the benefit of the Parties and bind the Parties hereto and their respective permitted successors and assigns.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter. This Agreement cannot be waived or added to or modified orally, and no waiver, addition, or modification shall be valid unless in writing and signed by the parties.

13. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by the Laws of the Commonwealth of Virginia. The parties hereby irrevocably consent to the jurisdiction of all Virginia state courts sitting in Virginia Beach, Virginia, for the purpose of any litigation which relates to or concerns this Agreement. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Virginia Beach, Virginia.

14. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provisions.

15. Waiver. The failure of a Party at any time or times to demand strict performance by another Party of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each Party may at any time demand strict and complete performance by the other of said terms, covenants, and conditions. Any waiver of such rights must be set forth in writing.

16. Force Majeure. Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial, or similar order (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control. In such case, the Party affected by the force majeure shall notify the other Party of its inability to perform. Any delay in performance shall be no greater than the event of force majeure causing the delay.

17. Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

18. Notices. All notices, requests, or other communications required or given in connection with this Agreement shall be in writing and shall be deemed given or made on the date hand-delivered by one Party to the other or the date mailed by registered, certified, or express mail by the Party giving the same to the other Party at the address set forth above, or such other addresses as shall have been given by written notice.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

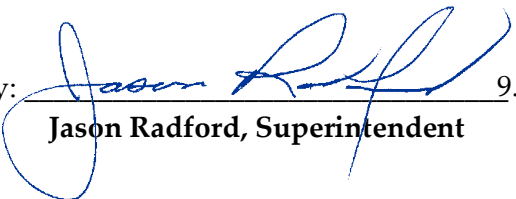
Licenser

Licensee

Rubin Education

Oldham County Schools

By: _____
Danny H. Rubin, CEO/President

By:  9.11.2024
Jason Radford, Superintendent