

Appendix A

IGNITE's Copyright Rights NON-EXCLUSIVE LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING LICENCE AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. BY CLICKING ON THE "AGREE" BOX, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE AGREE BUTTON AND LEAVE THE WEBSITE.

Please contact us at cydnei@ignitenational.org for any queries.

Licensee means the person, company, or institution who is being licensed to use the Ignite Curriculum in association with the Non-Exclusive License Agreement ("License Agreement").

This non-exclusive license agreement and the attached **Appendix A** (collectively, the "**Agreement**") is entered into upon a representative of **Licensee** clicking the agreement box on the **IGNITE** web form and completion of the attached form (hereafter the "**Effective Date**"), by and between **IGNITE**, a California corporation having its corporate offices located at 510 16th Street, Oakland, California 94612, and **Licensee**.

1. Recitals

WHEREAS, **IGNITE** has developed a work of authorship, generally characterized as "IGNITE's K-5 Curriculum" (hereafter, the "**Curriculum**");

WHEREAS, **IGNITE** desires to license the **Curriculum** to non-profit and educational institutions for educational purposes;

WHEREAS, **IGNITE** (a 501(c)(3) corporation) desires to license its **Curriculum** for non-partisan and non-discriminatory purposes only;

The parties agree as follows:

2. Definitions

- 2.1 "**Field of Use**" shall mean for use in non-profit or educational institutions for educational purposes only.
- 2.2 "**License**" shall have the meaning set forth in Paragraph 3.1 of the **Agreement**.
- 2.3 "**Licensed Works**" shall mean any work or derivative work covered by **IGNITE's Copyright Rights** or whose use, performance, production, reproduction, display, distribution, or sale would, absent the **License** granted under the **Agreement**, constitute an infringement, inducement of infringement, or contributory infringement, of any work or derivative work covered within **IGNITE's Copyright Rights**.

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- 2.4 “**IGNITE's Copyright Rights**” shall mean **IGNITE's** interest in any of the works listed in **Appendix A** attached to the **Agreement**; any revisions or updates **IGNITE** makes to the works listed in **Appendix A**; and any **Derivative Work(s)** created therefrom; all of which are automatically incorporated in and added to **Appendix A** and made a part of the **Agreement**.
- 2.5 “**Derivative Work(s)**” shall mean any revision, enhancement, modification, translation, abridgement, condensation, or expansion created by **Licensee** that is based upon the **Curriculum** or a portion thereof that would be a copyright infringement if prepared without the authorization of the copyright owners of the **Curriculum**.

3. License Grant

- 3.1 Subject to the limitations set forth in the **Agreement**, **IGNITE** hereby grants to **Licensee** a non-exclusive license (the “**License**”) under **IGNITE's Copyright Rights** to use, produce, reproduce, display, and distribute the **Licensed Works** within the **Field of Use** to the extent permitted by law. The **Licensee** will not use, produce, reproduce, display, distribute, or perform the **Licensed Works** outside of the **Field of Use**.
- 3.2 **Licensee** shall not make **Derivative Works** of the **Licensed Works**.
- 3.3 Sublicenses are not allowed under the **License**.
- 3.4 All rights other than those licensed in Paragraphs 3.1, 3.2, and 3.3 above are reserved by **IGNITE**.

4. Delivery of the Curriculum

- 4.1 The **Curriculum** will delivered to the **Licensee** promptly upon receipt of payment of the **License Fee**.
- 4.2 Within one (1) month of delivery of the **Curriculum**, the **Licensee** shall complete at least one (1) hour of online training available on **IGNITE's** website. The **Licensee** will also complete an additional thirty (30) minutes of mandatory training each January.
- 4.3 **IGNITE** will provide up to one (1) hour of technical assistance up to twice (2 times) per month.
- 4.4 The **Licensee** will use reasonable care in protecting the **Licensed Works** from disclosure to third parties, using at least to the degree of care it exercises in protecting its own proprietary information.
- 4.5 The parties agree that from time to time, **IGNITE** will provide updates to the **Curriculum** as they reasonably become available. **IGNITE** reserves the right to

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withhold updates to the curriculum contingent upon the completion of feedback from the **Licensee** specified in Section 7.2.

5. Payment

5.1 **License Fee.** In partial consideration for the **License**, **Licensee** will pay to **IGNITE** a yearly, non-creditable, non-refundable **License Fee** as determined by Paragraph 6.1 of the **Agreement**, which is due within 14 days of the **Effective Date** of the **Agreement**. All payments shall be made in United States dollars by way of (1) Credit Card or PayPal via the **IGNITE** website or (2) by check made out to **IGNITE** and delivered by U.S. Mail to Ignite, 510 16th Street Oakland, CA 94612.

5.2 **Annual Fee.** Beginning on the first anniversary of the **Effective Date** of the **Agreement**, and each anniversary thereafter, **Licensee** will pay to **IGNITE** a yearly license fee which will be invoiced by **IGNITE** on an annual basis and which will be due within 30 days of the anniversary of the **Effective Date** of the **Agreement**. The **Licensee's** renewal fee will be determined according to the number of **Licensee's** user licenses in effect on each anniversary. **IGNITE** reserves the right to change the licensing fees annually, and will provide **Licensee** with any changes in the fee schedule at least 30 days prior to the anniversary of the **Effective Date** of the **Agreement**.

5.3 **Late Fee.** For fees not received by **IGNITE** when due, **Licensee** must pay to **IGNITE** a simple interest charge of ten percent (10%) per annum to be calculated from the date payment was due until it was actually received by **IGNITE**.

6. Fee Schedule

6.1 Fees will be based on the Pricing Options listed below:

Pricing Option	Type of Institution	Cost
A	Public and parochial schools with more than or equal to 75% of the student body on free or reduced price lunch	\$250
B	Public and parochial schools with less than 75% of the student body on free or reduced price lunch	\$500
C	Not for profit organizations	\$1,000
D	For profit schools and private schools	\$1,500

7. Duration

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- 7.1 **Initial Term.** Unless otherwise terminated by operation of law or by acts of the parties in accordance with the terms of the **Agreement**, the **Agreement** is in force from the **Effective Date** and remains in effect for one (1) year.
- 7.2 **Feedback.** Prior to the one (1) year period specified in Section 7.1, the **Licensee** must provide **IGNITE** with feedback surveys completed by the administrators of the **Curriculum**. The **Licensee** must also encourage all student participants to complete online evaluations of the **Curriculum**.
- 7.2 **Renewal.** The **Agreement** will automatically renew upon receipt of the feedback specified in Section 7.2 unless either party provides the other with written notice to terminate the **Agreement** 30 days prior to the **Effective Date** of the anniversary of the **Agreement**. Written notice to **IGNITE** shall be by email to *cydnei@ignitenational.org*.
- 8. Cancellation and Survival of Obligations**
- 8.1 **Cancellation.** Either party may cancel the **Agreement** if the other party is in material breach thereof by providing written notice of the breach to the other party describing the nature of the breach. A party receiving notice of the breach shall have thirty (30) days to cure the breach. If the party receiving notice of the breach has not cured the breach within such thirty (30) day period, the **Agreement** shall automatically end.
- 8.2 **Termination.** The **Agreement** will terminate immediately if **Licensee** files a lawsuit including the assertion that any portion of **IGNITE's Copyright Rights** are invalid or unenforceable where the filing is by **Licensee**, a third party on behalf of **Licensee**, or a third party at the written urging of, or with the assistance of, the **Licensee**.
- 8.3 **Obligations upon Cancellation or Termination.** Upon termination or cancellation of the **Agreement**, **Licensee** will have no further right to use, reproduce, display, distribute, or perform the **Licensed Works**. **Licensee** must destroy all copies of the **Licensed Works** within thirty (30) days from the termination or cancellation of the **Agreement**.
- 9. Limited Warranty**
- 9.1 **IGNITE** warrants that it has the lawful right to grant the **License** to **Licensee**.
- 9.2 This **License** and the associated **Curriculum** are provided without warrant of merchantability or fitness for a particular purpose or any other warrant, express or implied. **IGNITE** makes no representation or warrant that any **Licensed Works** will not infringe any copyright or other proprietary right

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9.3 Nothing in the **Agreement** will be construed as:

9.3.1 A warranty or representation by **IGNITE** as to the validity or scope of any **IGNITE's Copyright Rights**:

9.3.1.1 A warranty or representation that anything made, used, sold or otherwise disposed of under the **License** granted in the **Agreement** is or will be free from infringement of copyrights of third parties.

9.3.1.2 Obliging **IGNITE** to bring or prosecute actions or suits against third parties for copyright infringement.

9.3.1.3 Conferring by implication, estoppel or otherwise any license or rights under any copyrights of **IGNITE** other than **IGNITE's Copyright Rights** as defined herein.

10. Limitation of Liability

10.1 Neither party shall be liable for any incidental, consequential, special, or punitive damages that arise out of or relate to the **Agreement**, even if a party has been advised of the possibility of such damages.

11. Assignability

11.1 The **Agreement** is binding upon and inures to the benefit of **IGNITE**, its successors and assignees. But it is personal to **Licensee** and assignable by **Licensee** only with the prior written consent of **IGNITE**.

12. Waiver and Severability

12.1 The waiver of any breach of any term of the **Agreement** does not waive any other breach of that or any other term.

12.2 If any provision of the **Agreement** becomes invalid, illegal, void, or otherwise unenforceable under any law that is applicable to the **Agreement**, each such provision shall be deemed amended to conform to the applicable law or, if it cannot be amended without materially altering the terms of the **Agreement**, such provision shall be deleted.

13. Attorneys' Fees

13.1 In the event **IGNITE** brings an action against **Licensee** to enforce its rights under the **Agreement** and prevails, **IGNITE** shall be entitled to receive its reasonable litigation costs, including reasonable attorneys' fees.

14. Choice of Forum

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14.1 Any cause of action arising out of the **Agreement** shall be brought exclusively in the state or federal courts sitting in Oakland, California, U.S.A.

15. Choice of Law

15.1 Any cause of action arising out of the **Agreement** shall be governed by the laws of the State of California, U.S.A.

16. Force Majeure

16.1 Except for **Licensee's** obligation to make any payments to **IGNITE**, the parties shall not be responsible for any failure to perform due to the occurrence of any events beyond their reasonable control that render their performance impossible or onerous, including, but not limited to: accidents; acts of God; biological or nuclear incidents; casualties; earthquakes; fires; floods; governmental acts; orders or restrictions; inability to obtain suitable and sufficient labor, transportation, fuel and materials; local, national or state emergency; power failure and power outages; acts of terror; strike; and war.

16.2 Either party to the **Agreement**, however, will have the right to terminate the **Agreement** upon thirty (30) days prior written notice if either party is unable to fulfill its obligations under the **Agreement** due to any of the causes specified in Paragraph 16.1.

17. Miscellaneous

17.1 The **Agreement** is not binding upon the parties until the Licensee has clicked the "Agree" box on the website and payment is received by **IGNITE**, in which event it becomes effective as of the **Effective Date**.

17.2 The **Agreement** constitutes the complete agreement between the parties with respect to the subject matter described herein, merging and superseding any prior or contemporaneous agreements. The **Agreement** can only be amended by a written amendment signed by both parties.

17.3 No provisions of the **Agreement** are intended or shall be construed to confer upon or give any person or entity other than **IGNITE** and the **Licensee** any rights, remedies or other benefits under, or by reason of, the **Agreement**.

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1. All IGNITE works are subject to copyright. Registrations are pending.
2. IGNITE's K-5 Curriculum Programming Components Include:

Government Knowledge + Civic Engagement

Feminism + Historical Movements

Developing Political Leadership

Campaign 101

Public Policy + Activism