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:

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

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 of 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 Obligating 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