

License Agreement

These terms and conditions outline the rules and regulations for the licensed use of content created by MathMind Workshop, sometimes referred to as “MM” or “Licensor”. These terms and conditions are made and entered into at the time of purchase by the undersigned Licensee.

WHEREAS, MM has designed a STEM Program (the “Work Product”) based on its copyright-protected STEM-based curriculum; and WHEREAS, Licensee wishes to purchase a license for facilitating STEM-based activities utilizing MM’s Work Product, professional services (the “Services”), expertise, and curriculum.

THEREFORE, in consideration of the mutual promises stated in this Agreement, the Licensor and Licensee (Parties) agree as follows:

1. **EVENT DETAILS.** MM grants Licensee a non-exclusive license to use the Work Product (as defined in Section 7). MM retains title and ownership of the Work Product and its derivatives.

2. **PARTIES’ OBLIGATIONS.** MM shall provide access to instructional STEM curriculum sufficient for Licensee to facilitate MM’s STEM Program;

a. **License.** MM grants to Licensee a non-exclusive license to use its curriculum, teaching materials and any other protected content MM deems necessary for either Party to perform its obligations under this Agreement.

b. **Return of Documents.** Following the completion of the Services, Licensee shall deliver to MM and will not keep in its possession, recreate or deliver to anyone else, any and all devices, records, data, notes, presentations, handouts, lists, correspondence, specifications, assignments, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by MM.

3. **TERM AND TERMINATION.** This Agreement begins at the time of purchase and remains in effect until the time that the Work Product is no longer used by the Licensee.

a. Either Party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within fourteen (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the Agreement, without prejudice to any claim for damages, breach of contract or otherwise. The Parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all of its value to the non-breaching Party.

b. Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out in Section 4.

4. CONFIDENTIALITY. Licensee agrees that in the course of entering into or performing this Agreement, MM may make available certain “Confidential Information,” including but limited to proprietary information, teaching curriculum, technical data, trade secrets or know-how, inventions, processes, formulas, designs, drawings, marketing, finances or other business information disclosed to Licensee by MM either directly or indirectly in writing, orally or by drawings or observation.

a. Licensee further understands that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act or omission of either party or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

b. Licensee agrees to hold in strictest confidence, and not to use, except for the exclusive benefit of MM, or to disclose to any person, firm or corporation without written authorization of MM, any Confidential Information.

5. NON-SOLICITATION. During the term of this Agreement and for eighteen (18) months following the expiration or termination date of the Agreement, each Party agrees not to directly solicit or induce any person who performs Services hereunder to leave the employ of the other Party. Licensee acknowledges that its employees are prohibited from leading, developing or teaching STEM content that is based on or is substantially similar to MM’s unique curriculum.

6. INTERFERENCE. Licensee agrees that during the Term and for a period of eighteen (18) months immediately following the termination of the Agreement for any reason, whether with or without good cause or no cause, with or without notice, Licensee shall not, either directly or indirectly, interfere with the MM’s contracts and relationships, or prospective contracts and relationships, including, but not limited to, MM’s customer or client contracts and relationships.

7. INTELLECTUAL PROPERTY.

a. Work Product. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”) developed in whole or in part by MM in connection with the Services will be the exclusive property of MM.

b. The intellectual property in all content made available to Licensee on or through direct purchase or through the website www.trampolinestem.com or www.mathmindworkshop.com remains the property of MM or its Licensors and is protected by copyright laws and treaties around the world. All such rights are reserved by MM and its Licensors.

c. Licensee may store, print, display, and distribute the content supplied solely for use by Licensee in STEM activities at a single physical location.

d. Licensee is not permitted to publish, manipulate, or distribute, in any format, any content or copies of the content supplied to Licensee in connection with any other franchise location, business, or commercial enterprise.

e. Licensee shall not republish, reproduce, modify, translate, reverse engineer, sell, rent, sub-lease, disassemble, or create derivative works based on the Work Product or any accompanying documentation supplied by MM or its licensors. The names TrampolineSTEM.com and MathMind Workshop.com are the property of MM. No license or consent is granted to Licensee to use these names in any way, and Licensee agrees not to use these marks or names or any marks or names which are similar without the written permission of MM.

8. RELATION OF PARTIES. The nature of the relationship between MM and Licensee is that of two independent contractors. In avoidance of any doubt, this Agreement does not create a partnership or joint venture and neither Party is authorized to act as agent or bind the other except as expressly stated herein.

9. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a Party if committed, omitted, or caused by such a Party, or its employees, officers, agents, or affiliates.

10. INDEMNITY. Licensee will indemnify and hold MM, its subsidiaries, affiliates, directors, employees, contractors and agents harmless from and against any and all liability, loss, damage, cost or expense (including all costs, legal fees and expenses) whatsoever which the Licensee, its subsidiaries, affiliates, directors, employees, contractors and agents may incur, suffer or be required to pay pursuant to any claims arising directly or indirectly from as a result of or in connection with the actions of the Licensee, its successors, subsidiaries, affiliates, shareholders, officers, directors, employees, contractors and agents under the terms of this Agreement.

11. RELEASE OF LIABILITY. In case of injury to a participant during the Licensee's implementation of Services or related activities, both Parties agree to hold the other harmless for any and all damages.

12. ASSIGNMENT. Neither Party may assign or transfer this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both Parties.

14. **WAIVER.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. **NOTICE.** Any notice permitted or required under this Agreement is sufficiently given if sent to the party at the addresses given or to such other address as one Party may have furnished to the other in writing and will be deemed to have been given on the date deposited with the United States Postal Service, postage paid, or when delivered in person or by courier or electronic mail.

16. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

17. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

18. **ARBITRATION.** The Parties will attempt to resolve any dispute arising out of or relating to the Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. The arbitration hearing shall take place in Athens, Georgia before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Georgia. If the foregoing confirms the understanding and agreement between us, please so indicate by clicking the box provided.