

IMPORTANT: READ CAREFULLY BEFORE USING THIS CURRICULUM

ALL USE OF THIS SECOND STEP® OUT-OF-SCHOOL TIME PROGRAM IS SUBJECT TO THE TERMS OF THIS LICENSE AGREEMENT, AND BY USING THE SECOND STEP OUT-OF-SCHOOL TIME PROGRAM, YOU AGREE TO BE BOUND BY THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, YOU MAY NOT USE THIS CURRICULUM, AND YOU MUST PROMPTLY RETURN THE CURRICULUM AND ANY ACCOMPANYING MATERIALS, UNUSED, TO COMMITTEE FOR CHILDREN FOR A FULL REFUND. The terms of this Agreement shall supersede the terms of any purchase order or other documents that may be submitted by Licensee in connection with this Agreement, and this License is conditioned upon the agreement to the terms and conditions of this Agreement.

This **LICENSE AGREEMENT** (“**Agreement**”) is a legal agreement between Committee for Children (“**CFC**”) and the individual or entity that originally purchased and entered into this license (the “**Licensee**”) for the CFC Second Step Out-of-School Time program contained in this package for Grades K-5 (“**OST Program**”).

1. OST PROGRAM CONTENTS

1.1 The OST Program consist of four units - (a) Foundational Unit: Community Building; (b) Unit 1: Growth Mindset & Goal Setting; (c) Unit 2: Emotion Management; and (d) Unit 3: Empathy & Kindness.

1.2 The OST Program contains 12 spiral bound notebooks (“**OST Materials Notebooks**”). There are four spiral bound notebooks for Grades Kindergarten-1; four spiral bound notebooks for Grades 2-3; and four spiral bound notebooks for Grades 4-5.

1.3 The OST Program also includes online materials which can be accessed on SecondStep.org via the activation key provided by CFC herein. These include teaching and implementation information, resource PDFs, videos, and any other online materials accessible through the activation key (individually and collectively, “**Online Materials**”). Online Materials are included in the term “OST Program.”

2. LICENSE

2.1 Grant. Subject to the terms and conditions of this Agreement and payment in full of all applicable fees and costs (“**License Fees**”), CFC hereby grants to Licensee a nonexclusive, nontransferable (except as provided below) license to do the following (the “**License**”):

- (a) use, perform, and display the OST Program solely for internal use by Licensee at one school, camp, or facility of Licensee or at which Licensee is employed (the “**Location**”);
- (b) access the Online Materials via an activation key supplied by CFC, subject to the terms and conditions of the SecondStep.org Terms of Use and Privacy Policy, both of which can be found at www.secondstep.org;
- (c) reproduce materials from SecondStep.org and the OST Materials Notebooks included in the OST Program solely

for internal use by the proprietors or administrators at the Location (e.g., employees, program or site administrators, staff, facilitators) (“**OST Facilitators**”) and the kids, campers, or clients (all, including their parents) that use the OST Program at the Location (the “**OST Community**”); and

(d) make materials from the OST Program and the Online Materials available on the internal servers or network of the Location (but not on any external Web sites, networks, or servers), solely for access and internal use by OST Facilitators of the Location.

2.2 Eligibility and Online Materials; Consent to Electronic Communications.

(a) OST Facilitators must be at least 18 years of age to access or use the Online Materials. By using our Online Materials, you represent and warrant that you (a) are 18 years of age or older; (b) have not engaged in any activity that has or could result in your being prohibited from accessing the Online Materials; and (c) are not barred from receiving or using the Online Materials under the laws of the United States or any other applicable jurisdiction.

(b) This Agreement also governs any updates or upgrades that supplement or replace the Online Materials.

(c) CFC may be required by law to send communications to you that pertain to your use of the OST Program Online Materials. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Online Materials) in accordance with our Privacy Policy, found at www.secondstep.org.

2.3 Exclusions/Limitations. All rights not expressly granted above are expressly reserved to CFC. Without limiting the generality of the foregoing:

(a) **No Use Outside the Location:** Licensee will not display, perform, distribute, or otherwise share or make available in any manner any portion of the OST Program to, for, or with any person or entity who is not an OST Facilitator or OST Community of the Location covered under this License.

(b) **No Reproduction/Distribution of Lessons or Activities:** Except as permitted in Section 2.1, Licensee will not digitize print portions, or reproduce or distribute any portion of the OST Program in any manner (including placing on internal servers). Licensee will not translate, adapt, or incorporate any portion of the OST Program into another product or program without written permission from CFC.

(c) **No Publication/Reproduction on the Internet:** Licensee will not publish or reproduce any part of the OST Program on the Internet or any external Web sites, networks, or servers; and

(d) **No Obscuring of Proprietary Notices:** Licensee will not obscure any copyright, trademark, or other proprietary notice, or other legends or notices appearing on any part of the OST Program, and will ensure that any reproductions will contain the same notices and legends as appear on

the copies provided by CFC or as you may be otherwise instructed by CFC from time to time. Licensee will not otherwise use the Second Step or Committee for Children trademarks or logos without written permission from CFC.

3. OWNERSHIP

All right, title and interest in and to the OST Program and all copies thereof, including without limitation all copyrights, patents, patent rights, trademarks, trade secrets, and other intellectual property and proprietary rights therein, are and will remain the sole and exclusive property of CFC. The OST Program is licensed, not sold, and no title to the OST Program or any copy thereof is transferred to Licensee by this License. The OST Program is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4. LIMITED WARRANTY; DISCLAIMER AND LIMITATION OF LIABILITY

4.1 CFC represents and warrants to Licensee that for a period of one year from the date of this Agreement, the media and materials upon which the OST Program are recorded or printed shall be free from defects in materials and workmanship. CFC's entire liability and your exclusive remedy for any breach of warranty shall be repair or replacement of such defective media or materials or, at CFC's option, a refund of the License Fee paid for the defective portion of the OST Program upon the return thereof by Licensee.

4.2 EXCEPT EXPRESSLY PROVIDED HEREIN, THE OST PROGRAM IS PROVIDED "AS IS" AND CFC MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.3 LICENSEE FURTHER ACKNOWLEDGES THAT THE ONLINE MATERIALS INCLUDED IN THE OST PROGRAM ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND CFC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE ONLINE MATERIALS OR THE USE THEREOF OR OF ANY INFORMATION, TOOLS, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM OR RELATED TO THE ONLINE MATERIALS WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, UNINTERRUPTED, OR ERROR-FREE, OR WILL BE FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS.

4.4 CFC SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE OST PROGRAM OR THIS AGREEMENT EVEN IF CFC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CFC'S TOTAL LIABILITY TO LICENSEE OR ANY OTHER PARTY FOR ANY AND ALL CLAIMS RELATING TO OR ARISING UNDER THIS AGREEMENT, THE OST PROGRAM, EXCEED THE LICENSE FEE ACTUALLY PAID BY LICENSEE TO CFC FOR THE OST PROGRAM.

5. TERMINATION

5.1 Termination of Agreement/Survival. In the event of a material breach of this Agreement by Licensee, CFC may terminate the License upon thirty (30) days' notice if the breach is not cured within such thirty-day period. Upon termination for any reason, Licensee shall cease all use of Second Step Out-of-School Time and shall promptly return all copies of such OST Program to CFC. Sections 3, 4, 5 and 6 of this Agreement will survive termination or expiration of the Term.

5.2 Termination of Access to Online Materials. CFC may, in its sole discretion and without liability to you or any third party, suspend or terminate your access to the Online Materials through SecondStep.org without prior notice for any reason or no reason. Termination under this Section shall not relieve Licensee of its obligations under this Agreement. CFC also reserves the right to change content of the Online Materials at any time without notice.

6. MISCELLANEOUS

This Agreement will be interpreted, construed, and enforced in accordance with the laws of the State of Washington, without reference to its choice of law rules. Licensee hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue in King County and of the United States District Court for the Western District of Washington. This Agreement constitutes the entire agreement and supersedes any and all prior agreements of CFC and Licensee relating to the subject matter hereof. The failure of CFC to insist upon or enforce strict performance of any other provisions of this Agreement or to exercise any of its right or remedies under this Agreement will not be construed as a waiver or a relinquishment to any extent of CFC's rights to assert or rely on any such provision, right or remedy in that or any instance. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.