

CONTENT LICENSE AGREEMENT

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2. RIGHTS INCLUDED. Curate Hope, Inc. (“Curate Hope”) grants to the Organization a limited license to reproduce and use the included vector graphics (“Content”) strictly as defined in this Agreement to create companion pieces, including but not limited to curriculum guides, videos, and similar items (“Companion Pieces”), to match the Content. The License is limited to the Content included in the materials made available by Curate Hope as part of this download purchased by the Organization. The License also includes the right to use the CURATEHOPETM trademark in accordance with the style guide (referenced in the Usage Guidelines) to identify that the Organization is using Curate Hope Content.

3. LIMITED LICENSE. Subject to the terms of this Agreement, Curate Hope grants to the Organization a limited, non-exclusive, royalty-free license during the Term to display and reproduce the Trademarks and Content, in each case strictly in accordance with the Usage Guidelines and this Agreement and solely in order to promote, display, perform, and conduct a educational program described in the License. Except as expressly provided otherwise in the Usage Guidelines or this Agreement, the Organization agrees: (i) not to use any Curate Hope trademark, logo, or brand (“Trademarks”) or Content in, on, or associated with any for-sale products or services, including products or services sold to members of the Organization; (ii) not to alter the Trademarks without prior written approval from Curate Hope and all use of the Trademarks inures to the benefit of Curate Hope; (iii) not to use the Content in any way for a project or purpose unrelated to the specific theme of the Content included in the download, or in any other way except as provided in this Agreement; (iv) not to transmit or distribute the Content to any third party other than a graphic designer with whom your Organization has contracted to create Companion Pieces or a printer solely for the purpose of reproducing the Companion Pieces; and (v) to maintain a high level of integrity, quality, and consistency in the programs in which it uses the Trademarks or the Content. The “Usage Guidelines” are available at <http://www.curatehope.com/usageguidelines>, may be changed by Curate Hope from time to time, and are hereby incorporated into this Agreement.

4. NO SUBLICENSE OR ASSIGNMENT. The License granted by this Agreement does not permit the Organization to sublicense the Trademarks or the Content, or assign this Agreement, to any other person or organization without the prior written approval of Curate Hope. Any attempted sublicense or assignment without such approval is null and void and constitutes a material breach of this Agreement.

5. ADAPTATIONS. To the extent that the Organization creates any Adaptation (as defined in the Usage Guidelines) of the Content, the Organization hereby transfers and assigns sole copyright to each Adaptation, on a rolling basis upon creation, to Curate Hope. During the Term, Curate Hope grants back to the Organization a non-exclusive license to use the Adaptation on the same terms and restrictions as the Content is licensed to the Organization under this Agreement.

6. TERRITORY/TERM. The “Territory” is the United States of America. The “Term” is the period set forth on [the License order form]. Sections 4, 5, 7-11, and 13-16 will survive termination or expiration of this Agreement.

7. VALID RIGHTS/NOTICE OF INFRINGEMENT. The Organization acknowledges that the Trademarks are valid and valuable trademarks exclusively owned by Curate Hope and the

copyrightable components of the Content are copyrighted works exclusively owned by Curate Hope and/or its licensors. The Organization will not challenge or dispute Curate Hope's exclusive rights in and to the Trademarks or the Content, and agrees to provide prompt written notice to Curate Hope in the event that the Organization learns that any person or organization infringed or is infringing upon Curate Hope's rights to the Trademarks or the Content.

8. **WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE CONTENT, TRADEMARKS AND LICENSE ARE PROVIDED "AS IS". Curate Hope represents that, to the best of its knowledge, it has the right to license the Trademarks and the Content to the Organization for the uses set forth in this Agreement. CURATE HOPE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE LICENSE, TRADEMARKS OR CONTENT, AND EXPRESSLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **INDEMNIFICATION/INSURANCE.** The Organization agrees to defend, indemnify, and hold harmless Curate Hope and its subsidiaries, affiliates, officers, directors, employees, members, agents, and all of their successors and assigns against any claim, dispute, loss, expenses, damages, or other liability arising in whole or in part from the Organization's breach of this Agreement or use of the Trademarks or Content, except solely for those claims that arise directly and solely from Curate Hope's gross negligence or breach of this Agreement. During the Term, the Organization represents that it carries general liability insurance (including coverage for the indemnification obligation in this Agreement), that it will add Curate Hope as an additional insured under said policy, and that it will provide Curate Hope with a certificate of insurance indicating same promptly upon Curate Hope's request.

10. **LIMITATION OF LIABILITY.** Curate Hope's maximum liability to the Organization related in any way to this Agreement, the License, Trademarks, or Content will be the refund of the amount paid by the Organization for the License. IN NO EVENT WILL CURATE HOPE HAVE ANY LIABILITY TO THE ORGANIZATION FOR ANY OTHER AMOUNTS OR FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER OR NOT THE ORGANIZATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **RELATIONSHIP.** This Agreement does not create any affiliate, partnership, joint venture, or agency relationship between Curate Hope and the Organization, and the Organization agrees not to imply that any such relationship exists.

12. **DATA/LINKS.** The Organization agrees that Curate Hope and its affiliates may collect and use aggregated data regarding the Organization's use of the Content in order to improve Curate Hope's products and services, or to provide customized services to the Organization. The Content may include links to third party sites. The third party sites are not under Curate Hope's control, and Curate Hope is not responsible for their content, or any links contained in them. Curate Hope is providing these links as a convenience, and the inclusion of any link does not imply endorsement by Curate Hope.

13. **TERMINATION.** Curate Hope reserves the right to terminate this Agreement at any time with no refund in the event of the Organization's breach of any term of this Agreement. Additionally, Curate Hope reserves the right at any time to terminate the license to a specific Trademark or component of Content with a pro-rata refund to the Organization in the event Curate Hope discovers that a Trademark or component of Content infringes upon the rights of any third party.

14. **WAIVER.** Failure by Curate Hope to enforce any term of this Agreement will not be deemed a waiver of its right to enforce that or any other term of this Agreement or any other agreement that exist between the parties.

15. GOVERNING LAW/DISPUTE RESOLUTION. This Agreement shall be interpreted under the laws of the State of Florida without regard to conflict of law provisions. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflicts of laws provisions. This paragraph does not prevent Curate Hope from seeking an injunction or other extraordinary relief to protect or stop the infringement of the Trademarks or the Content, and the Organization agrees that Curate Hope shall be entitled to seek injunctive relief to stop such infringement.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all other written or oral statements or previous agreements regarding the License, Trademarks, or Content.

[Updated February 24, 2021]