



THE CENTER FOR ADVANCEMENT IN SOCIAL EMOTIONAL LEARNING: SOCIAL EMOTIONAL LEARNING EDUCATOR MODULES LICENSING AGREEMENT

This Licensing Agreement (“Agreement”), with effective date as of the last signature set forth in the signature block below (“Effective Date”) is made by and between The Center For Advancement in Social Emotional Learning, (hereinafter referred to as “Licensor” or “The Center For Advancement in Social Emotional Learning”) whose principal place of business is at: 208 Live Oak Street, Smithville, Texas 78957, an educational organization existing under the laws of Texas in the United States of America and [entity name] whose principal place of business is at [address], an [entity type] existing under the laws of [state] in the [country] (“Licensee”) (individually referred to herein as “Party” and collectively referred to as “Parties”).

WHEREAS, The Center for Advancement in Social Emotional Learning appoints _____, as the licensor, and this licensor appoints _____ as implementer of the curriculum. The licensing body as set forth is solely for the purpose of distributing and educating educators, staff, and members in Social Emotional Learning.

The Licensor may choose to develop and train en masse Social Emotional Learning Educators in partnership with The Center For Advancement In Social Emotional Learning through the eight stacking modules.

The licensing agreement and pricing of the agreement for distributing and implementing these eight stacking certification modules for educators, is to be determined by the Center, on a case by case basis.

Trademark rights and Intellectual Property, on or in association with curriculum and all content, services and premiums of all description, as well as in the promotion and advertising of said products, services and premiums in all media and such other uses, are commonly understood to be included within that phrase in the licensing industry; and

WHEREAS, both The Center for Advancement in Social Emotional Learning and _____ are in agreement with respect to the terms and conditions upon which The Center For Advancement in Social Emotional Learning shall be the sole copyright owner.

The Center hereby sets forth this Licensing and Representation Agreement with _____

THEREFORE, in consideration of these promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. MEANING OF TERMS

A. "Material" means and all information, embodiment practices, tools and techniques, data, customer lists, vendor lists, property, knowledge, know-how, materials, books, videos, images, audio, instructions, content, services, products, promotional material, advertising, in all media whether in tangible or oral form, of The Center For Advancement in Social Emotional Learning, including but not limited to trademarks, images, branding, logos, curriculum and modules. Material includes the following:

- Social Emotional Learning 8 Stacking Certification Curriculum Modules:
 - Module 1: Self-Love in Education
 - Module 2: Be The Medicine
 - Module 3: Identity
 - Module 4: Self In Relation To Community
 - Module 5; Self In Relationship with the World and Universe
 - Module 6: The Classroom and Life as a Social System
 - Module 7: Creating Safe and Brave Space
 - Module 8: Launching Your SEL Journey
 - Any additional modules created at any time
 - Any supporting materials for the above modules
 - Each of the above are herein collectively referred to as "Modules"

The Materials were written and created by Heidi M. Little, M.Ed for The Center for Advancement in Social Emotional Learning, 2021.

B. "Intellectual Property" means any and all property rights, including but not limited to trade secrets, patents, copyrights, trademarks, intellectual property, and any and all derivative works relating directly or indirectly to the Materials.

C. "Territory" is limited to the geographical area(s) and location(s) listed in Exhibit B, which may be updated from time to time upon written agreement between the Parties.

D. "Licensed Material" or "Licensed Materials" means only the Materials identified in Exhibit A, which may be updated from time to time upon written agreement between the Parties.

E. "Purpose" means the sole and only basis for use by Licensee of the Licensed Materials, which is specified in Exhibit C, and which may be updated from time to time upon written agreement between the Parties.

2. OWNERSHIP

The Center for Advancement in Social Emotional Learning is the sole and exclusive owner, with all right, title, and interest in and to the Materials and Intellectual Property (including all content associated and contained within the modules). Nothing herein shall be construed as an assignment, exclusive license, transfer of substantial rights, or transfer of any right, title, or interest in or to any of the Materials or Intellectual Property from Licensor to Licensee.

3. LICENSE GRANT

(A) Pursuant to the terms hereof, The Center For Advancement in Social Emotional Learning hereby grants to Licensee a non-exclusive, non-transferrable, revocable, license for the use of Licensed Material, limited to the Purpose, limited to the Territory.

(B) In the event Licensee refers a new licensee to Licensor with respect to the Licensed Materials, Licensee shall be eligible for a referral fee of up to 11% commission on the Licensing Fee that Licensor receives from the new licensee through the first term of the license to the new licensee.

(B) _____ agrees to refer to The Center for Advancement in Social Emotional Learning, all new inquiries received after the date of this Agreement relating to the licensing or merchandising/educational material and rights with respect to the copyrighted and licensed material

_____ agrees that all certifications will come through The Center For Advancement in Social Emotional Learning, and all new expanded opportunities and territories not originally created in this agreement must be approved by the Center for Advancement in Social Emotional Learning prior to any changes made exclusively through to 2031.

4. CONSIDERATION

(A) In consideration for the License Grant to Licensee, Licensee shall pay to Licensor _____ United States Dollars (\$_____) (“Licensing Fee”), which shall be transmitted to Licensor in accordance with the payment instructions in Exhibit D, within five (5) days after the Effective Date and, if applicable, within 5 days after the each renewal of this Agreement, upon each respective anniversary of this Agreement.

(B) Certifications. Based on qualifications and completion of particular training curricula set forth by Licensor, Licensor may issue certifications to certify an educator to teach and disseminate the Licensed Materials (“Certified Educator”). The cost for a given educator to become a Certified Educator is \$2,400.00 per certification, payable to Licensor (“Certification”). The cost for Certification may be discounted by Licensor, at the sole discretion of Licensor (e.g., by up to 40%). Discounted rates for Certification may take into account different factors, such as region and living wages in which the educator will teach and disseminate the Licensed Materials. At Licensor’s sole discretion, Certification may further include authorization for a Certified Educator to train the trainers to become a Certified Educator, for which Licensor shall determine whether or not to issue a Certification to an educator to become Certified Educator in their region or internationally. For purposes of clarity, all Certifications and certificates may be issued solely by Licensor.

Paper copies of the modules (e.g., books) may be provided by Licensor, at an additional fee to be determined based on units ordered.

(G) Licensee will work to explore promotional opportunities with other partners that may assist the distribution of the Licensed Materials, for its overall business objectives and the success of its licensing program established hereunder.

5. REPRESENTATIONS AND WARRANTIES

(A) Licensee represents and warrants that it shall use its best efforts, consistent with ethical business practices, to maximize revenue generated from the exploitation of the Licensed Materials and to enhance the value and reputation of the Materials and Licensor.

(B) Licensee agrees not to modify, alter, redact, filter, or otherwise change (“Alter” or “Alteration”) the Licensed Materials in any manner, without prior written approval by Licensor. In the event Licensee wishes to Alter the Licensed Materials, it shall submit the proposed Alteration to Licensor, and Licensor may approve or disapprove of such Alteration for any reason or no reason, within ten (10) days of submission of the proposed Alteration.

(D) In the event Licensee wishes to create materials, content, packaging, flyers, advertisements, to promote the Licensed Materials or Licensor (“Promotional Materials”), Licensee shall apply the appropriate trademark, copyright, and any other intellectual property notices of Licensor to the Licensed Material and to any related Promotional Materials, and Licensee shall submit the Promotional Materials to Licensor, and Licensor may approve or disapprove of such Promotional Materials for any reason or no reason, within ten (10) days of submission of the proposed Promotional Materials. Any Promotional Materials created by Licensee under this Agreement shall be at the sole expense of Licensee.

6. INTELLECTUAL PROPERTY PROTECTION

(A) It is understood that all Licensees shall be required to take any necessary precautions, including those specified by The Center for Advancement in Social Emotional Learning, to protect the Intellectual Property, including marking and placing of appropriate trademark, copyright, and any other intellectual property notices on all Materials, as well as on all advertising, promotional, and packaging material relating to said Materials. The following notices, at a minimum, will be required of all such Licensees to be placed on all respective and appropriate Materials: ™ , ® and /or © to designate the Intellectual Property of The Center for Advancement in Social Emotional Learning. As an example, Licensee shall ensure that all appropriate trademark designations for logos and titles will be properly marked and all copyright designations for content of the modules will be properly marked. If Licensor indicates to Licensee that an Intellectual Property marking on any Material is insufficiently or improperly marked, Licensee shall promptly rectify such failure or deficiency in marking.

(B) The Center for Advancement in Social Emotional Learning shall bear the responsibility and cost of obtaining and maintaining those trademark registrations for The Center for Advancement in Social Emotional Learning. Licensee shall use its best efforts to market the Licensed Materials within the Territory.

(C) Licensee agrees to give The Center for Advancement in Social Emotional Learning immediate written notice of any unlicensed use by third parties of any of the Materials or Intellectual Property, and reasonably cooperate with Licensor to cause such third party to discontinue the infringement of the Materials. For purposes of clarity, Licensee shall not have any right and will not bring or cause to be brought any criminal prosecution, lawsuit or administrative action for infringement, interference with or violation of any rights to Licensed Material or Intellectual Property either by itself or on behalf of The Center for Advancement in Social Emotional Learning. Licensee shall not have any right to recover or share in any damages or other monetary relief that The Center for Advancement in Social Emotional Learning recovers for any violation of its rights to the Licensed Material or Intellectual Property.

7. WARRANTIES AND INDEMNIFICATIONS

(A) The Center for Advancement in Social Emotional Learning represents and warrants that it is the owner of all rights in and to the Intellectual Property and that it has the right to grant the rights herein granted to Licensee.

(B) WARRANTY DISCLAIMERS. (A) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE RIGHTS GRANTED TO LICENSEE BY LICENSOR UNDER THIS AGREEMENT ARE GRANTED IN "AS IS" CONDITION; (B) LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES TO LICENSEE OF ANY KIND, INCLUDING WITHOUT LIMITATION, EXPRESS, IMPLIED, STATUTORY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ENFORCEABILITY, OR VALIDITY REPRESENTATIONS AND/OR WARRANTIES; AND (C) LICENSEE MAKES NO REPRESENTATION THAT THE USE OF THE LICENSED MATERIAL WILL NOT INFRINGE, DIRECTLY, CONTRIBUTORILY, OR BY INDUCEMENT, ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY.

(C) Limitation of Liability.

(i) Licensor shall be liable to Licensee for any special, indirect, incidental or consequential damages, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation, breach of contract, breach of warranty, negligence, strict liability, fraud, misrepresentation and other torts, loss of profit, loss of business, loss of savings or other loss.

(ii) In no event shall Licensor or its successors or assigns be liable for payment of damages for any amount that exceeds one tenth (1/10) of the Licensing Fee actually paid to Licensor under the terms of this Agreement, for any claim arising under or related to the Licensed Materials or this Agreement. Licensee expressly consents to

this limitation of Licensor's liability for all actions and inactions by Licensor or its successors or assigns. In the event of a breach by Licensor, Licensed User agrees not to seek damages or any other payment from Abcde, provided that, upon being notified of the breach and provided with any available, reasonable supporting documentation, Licensor cures the breach within thirty (30) days from receipt of notice.

(D) During and after the Term hereof, Licensee on behalf of itself, stockholders, directors, officers, employees, agents, parent companies, subsidiaries, and affiliates, hold The Center for Advancement in Social Emotional Learning, shall indemnify and hold harmless from and against any claims, liabilities, judgments, penalties, taxes, civil and criminal, and all costs, expenses (including, without limitation, reasonable attorneys' fees which may arise out of or be related to The Center for Advancement in Social Emotional Learning warranty, as above stated.

(E) During and after the term hereof, Licensee, hereby agrees to defend, indemnify and hold The Center for Advancement in Social Emotional Learning and any of its related entities, including each of their educators, certifications, stockholders, directors, officers, employees, agents, parent companies, subsidiaries, and affiliates, harmless from and against any and all claims, liabilities, judgments, penalties, and taxes, civil and criminal, and all costs, expenses (including, without limitation, reasonable attorneys' fees) which may arise out of any intentional, knowing, reckless, or negligent acts by Licensee or any of its subsidiaries, affiliates, agents, representatives, employees, consultants, contractors, and the like.

(G) Licensee and The Center for Advancement in Social Emotional Learning agree to give each other prompt written notice of any claim or suit which may arise under the indemnity provisions set forth above.

8. RELATIONSHIP OF THE PARTIES

This Agreement shall not be construed to place the parties in the relationship of partners or joint venturers. It is understood and agreed that the Licensee is acting as an independent contractor with respect to Licensor. Neither party shall have any right or power to obligate, bind, or commit the other to any expense, liability, or matter other than as expressly provided and authorized in this Agreement. Specifically, Licensee and The Center for Advancement in Social Emotional Learning acknowledge that Licensee has no authority to bind The Center for Advancement in Social Emotional Learning to any licensing commitment other than the terms of this Agreement.

9. ASSIGNMENT/SUB-LICENSE

Licensee shall have no right to grant any licenses or sub-licenses without The Center for Advancement in Social Emotional Learning's prior express written approval. Licensee shall, however, have the right to assign its rights and delegate its obligations under the Agreement with the prior approval of, and with reasonable written notice to, The Center for Advancement in Social Emotional Learning.

10. TERM AND EFFECT OF TERMINATION OR EXPIRATION

(A) The Term of this Agreement shall be twelve (12) months. This Agreement may renew for another 12-month period upon written request from Licensee to Licensor at least three months prior to the end of the then-current 12-month period, Licensor's acceptance of the request to renew the Agreement, and payment by Licensee to Licensor of a renewal Licensing Fee, in accordance with Section 4.

(B) Licensor may terminate this Agreement upon material breach by Licensee. An example of a material breach by Licensee is if Licensee uses the Materials other than the Licensed Materials, uses Licensed Materials beyond the Purpose, uses Licensed Materials outside of the Territory. Upon material breach by Licensee, Licensor shall provide notice of such breach and Licensee will have five (5) days to cure such breach ("Safe Harbor"). If Licensee fails to cure such breach within the Safe Harbor, Licensor may terminate this Agreement, and Licensee shall return all Licensed Materials and Materials to Licensor and discontinue any and all use of such Licensed Materials and Materials. In the event of termination under this Section 5(B), Licensee shall not be entitled to a refund of the Licensing Fee.

(C) In no event, including in the event of termination of this Agreement, shall Licensee be entitled to a refund of any Licensing Fees or consideration paid to Licensor under this Agreement.

(B) It is further understood and agreed that after termination or expiration of this Agreement, all rights granted to Licensee shall forthwith revert to The Center for Advancement in Social Emotional Learning, who shall be free to itself commercialize the Licensed Material and/or to contract with any third party to commercialize the Licensed Material.

11. CONFIDENTIALITY

This Agreement, including its terms, is confidential. Licensee agrees not to disclose this Agreement or its terms to any third party, without prior written approval by Licensor. Notwithstanding the above, Licensee may disclose this Agreement and its terms to its legal counsel.

11. NOTICES

All notices hereunder shall be given by email. Such notice shall be effective as of the date of receipt by the other party. The addresses of the parties until further notice are:

Licensee: _____

Licensor: _____centerforadvancement@seladvancement.org_____

12. JURISDICTION AND CHOICE OF LAW The Center for Advancement in Social Emotional Learning, 208 Live Oak Street, Smithville, Texas 78957. This Agreement and the enforcement hereof shall be subject exclusively to the internal laws (but not the choice or conflicts of law rules) of the State of Texas, USA.

The Parties hereby irrevocably waive any right they may have to assert the application of any other law of any other state or nation in any legal action between them. The Parties agree that no action or proceeding may be maintained by one against the other except in the Superior Court for the **State of Texas** and that this court shall have exclusive jurisdiction over such action or proceeding.

13. CONSTRUCTION

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance.

14. GOODWILL

Licensee acknowledges that the rights and powers retained by The Center for Advancement in Social Emotional Learning hereunder are necessary to protect The Center for Advancement in Social Emotional Learning's trademarks, copyrights and property rights, and, specifically, to conserve The Center for Advancement in Social Emotional Learning's goodwill and good name, and the Trademarks, and therefore Licensee agrees that Licensee and any of its subsidiaries, affiliates, agents, representatives, employees, consultants, contractors, and the like will not allow the same to become involved in matters which will, or could, detract from or impugn the public acceptance and popularity of Licensor, or impair its legal status.

15. MODIFICATIONS OR EXTENSIONS OF THIS AGREEMENT

Except as otherwise provided herein, this Agreement can only be extended or modified by a writing signed by both parties; provided, however, that certain modifications shall be effective if signed by the party to be charged and communicated to the other party.

16. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in a writing specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict with said Agreement.

17. POWER TO SIGN

The parties warrant and represent that their respective representatives signing this Agreement have full power and proper authority to sign this Agreement and to bind the parties.

18. SURVIVAL OF OBLIGATIONS

The respective obligations of the parties under this Agreement, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

19. SEVERABILITY OF PROVISIONS

The terms of this Agreement are severable and the invalidity of any term of this Agreement shall not affect the validity of any other term.

20. FORCE MAJEURE

If either party is delayed, or interrupted in, or prevented from the performance of its obligations hereunder by reason of an act of God, fire, flood, war, public disaster, strikes or labor difficulties, governmental enactment, regulation or order, or any other cause beyond its control, and if such party has given the other party prompt notice thereof and, on request, such confirmatory documentation as the other party may reasonably request and has in good faith kept the other party apprised of when the delay, interruption or prevention is expected to be resolved, the time for the performance of the party's obligations shall thereupon be extended for a period equal to the duration of the contingency that occasioned the delay, interruption or prevention, but not exceeding ninety (90) days unless otherwise mutually agreed. If the force majeure condition continues for more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.

(Signature Page to Follow)

Please sign below under the word "Agreed". When signed by both parties this shall constitute an agreement between _____ and The Center for Advancement in Social Emotional Learning

AGREED : _____

Titled: _____

By: _____

Date: _____

AGREED: _____

Center for Advancement in Social Emotional Learning

CEO: Heidi Little - Neuhaus, M.Ed

Date: _____

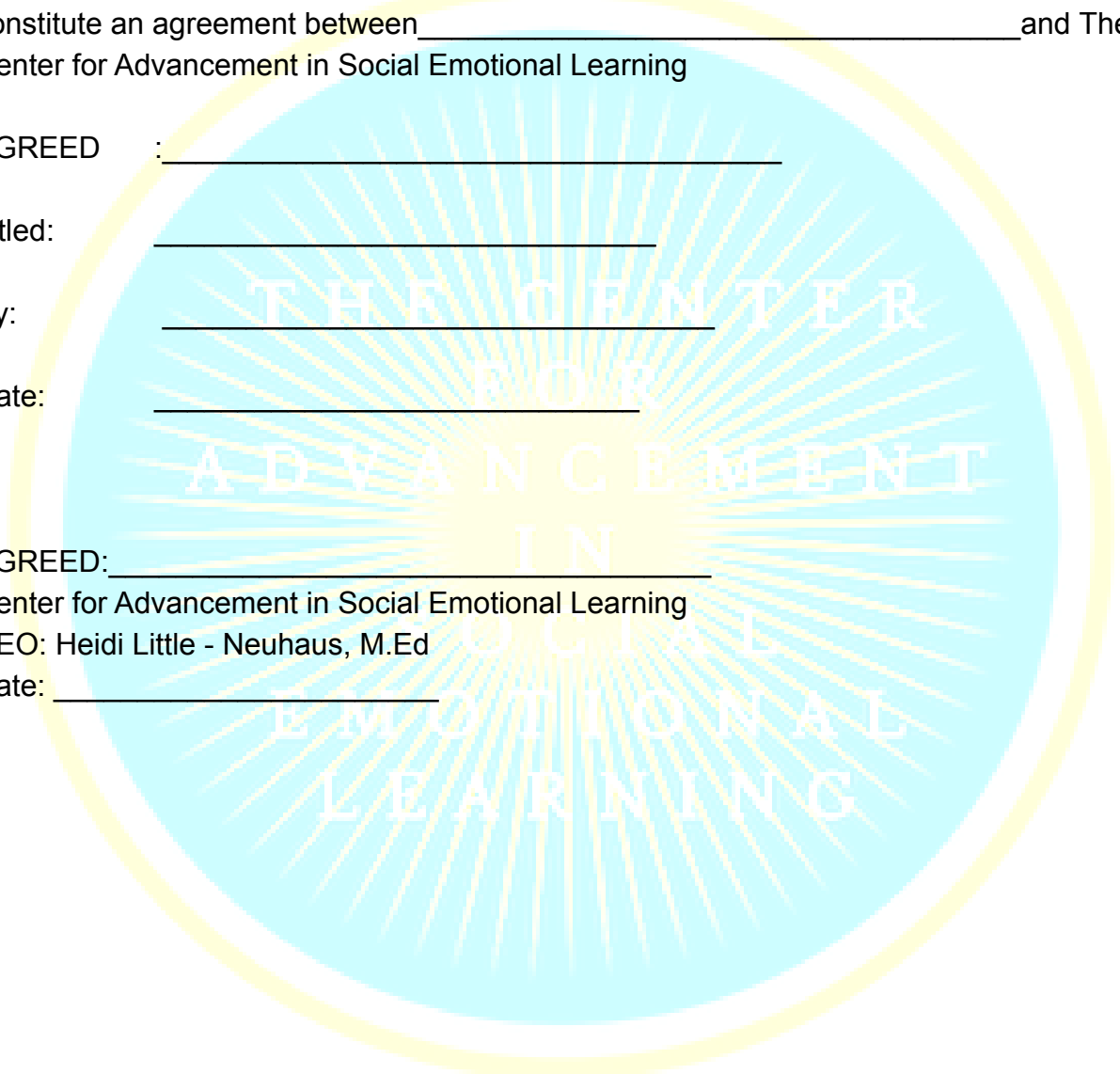


Exhibit A (“Licensed Materials”)

- Social Emotional Learning 8 Stacking Certification Curriculum Modules:
 - Module 1: Self-Love in Education
 - Module 2: Be The Medicine
 - Module 3: Identity
 - Module 4: Self In Relation To Community
 - Module 5; Self In Relationship with the World and Universe
 - Module 6: The Classroom and Life as a Social System
 - Module 7: Creating Safe and Brave Space
 - Module 8: Launching Your SEL Journey

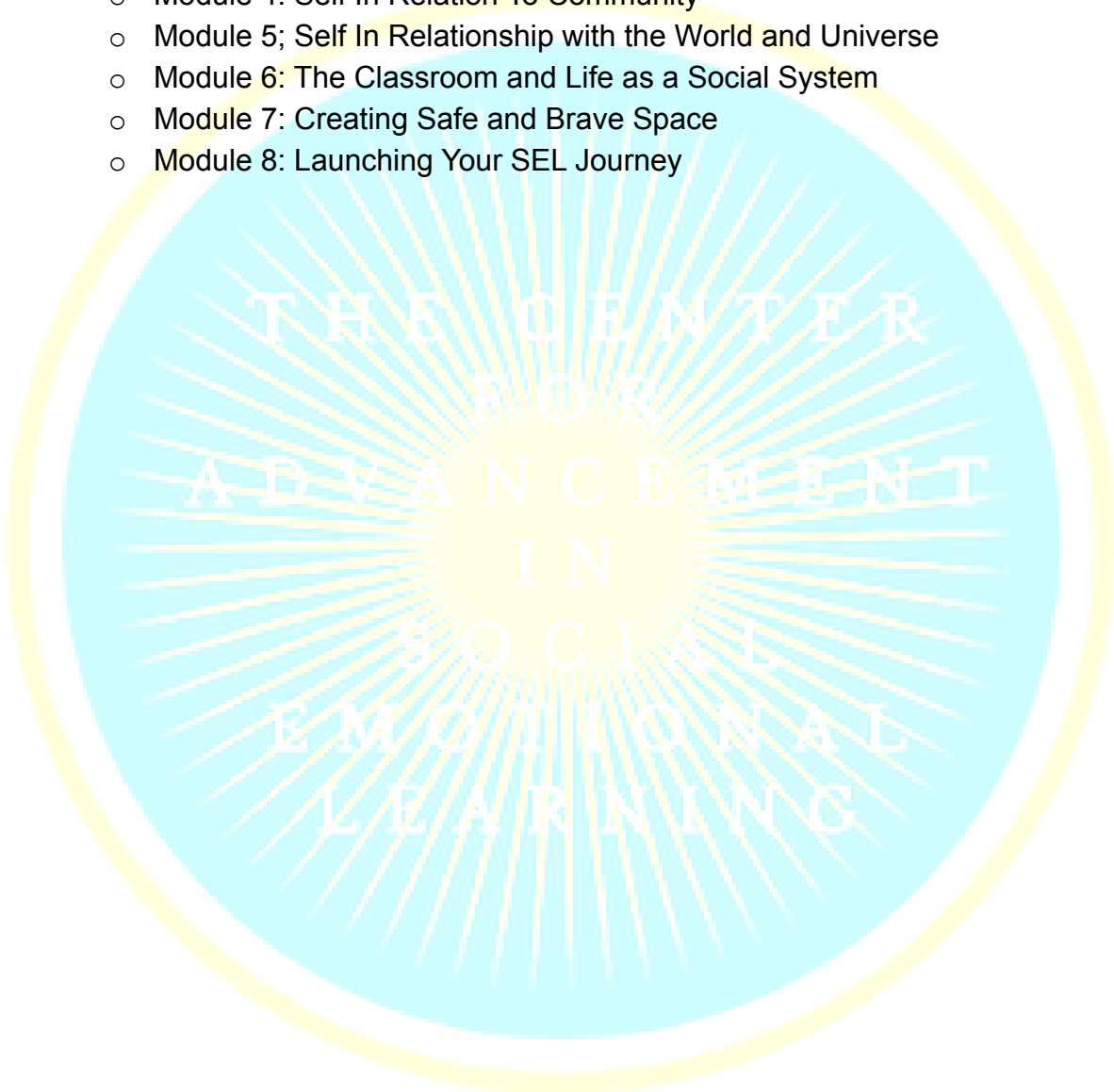


Exhibit B (“Territory”)



Exhibit C (Purpose)

To be determined on a case by case basis. The materials are limited to the purpose of ...

promoting, selling, distributing, marketing, and otherwise exploiting the Licensed Materials, solely to enable The Center For Advancement in Social Emotional Learning to enter into potential business transactions relating to the Licensed Materials.

Private License

State/Government License

Train The Trainer Certifications

Private HealthCare Enterprise

Treatment

And more to be determined.

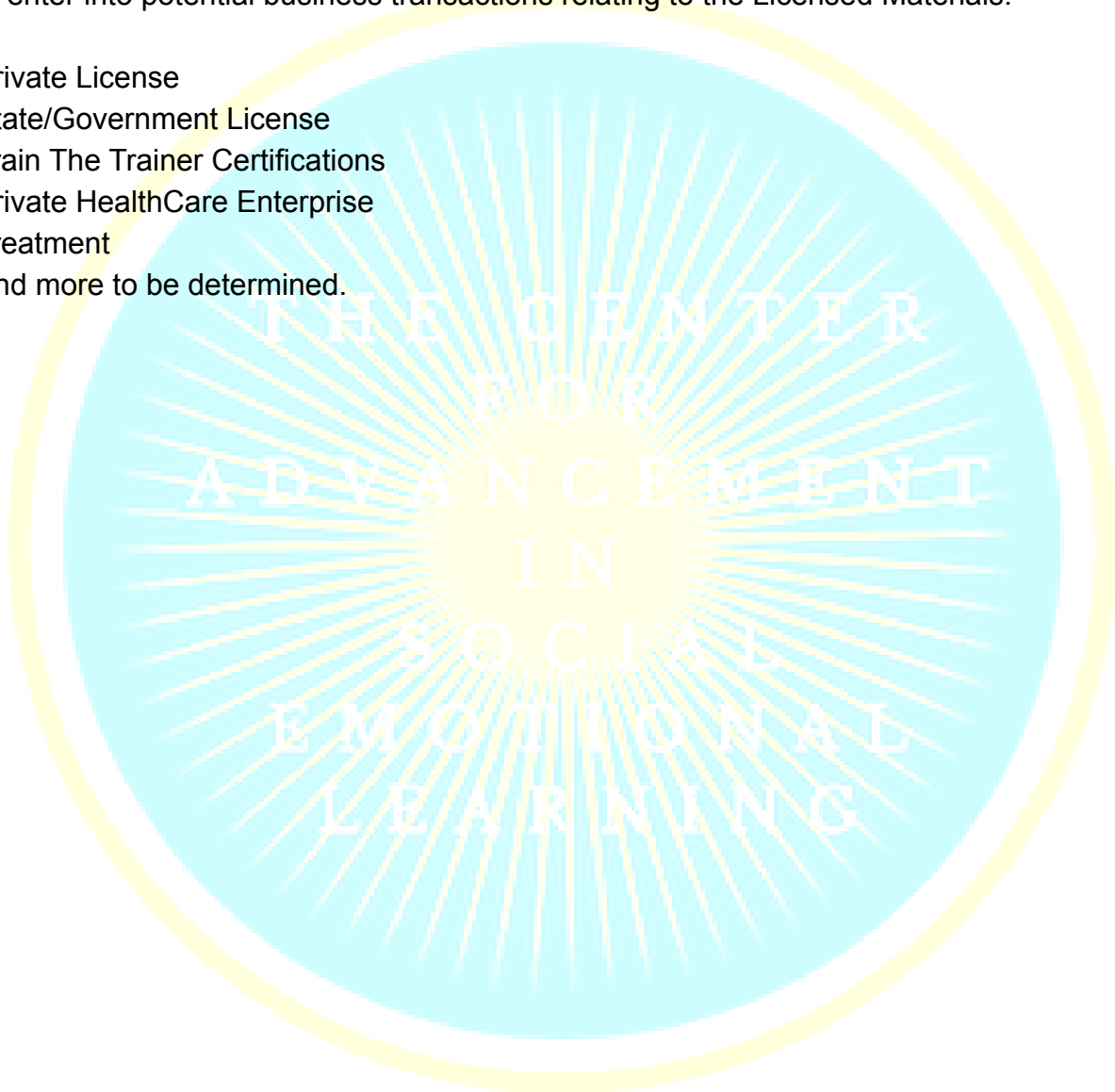


Exhibit D (“Payment Instructions”)

Payments may be made via paypal to centerforadvancementsel@gmail.com

