Second Step: Student Success Through Prevention Grade-Level Kit License Agreement

IMPORTANT: READ CAREFULLY BEFORE OPENING THIS PACKAGE

This License Agreement is a legal agreement between the individual or entity that acquired this license (“Licensee”) and Committee for Children (“CFC”) for the CFC Grade-Level Kit contained in this package (the “Grade-Level Kit”) consisting of one DVD, lessons, posters, and online support materials found on secondstep.org, including program-support documents and videos. BY OPENING THIS PACKAGE OR USING THE GRADE-LEVEL KIT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, DO NOT USE THIS CURRICULUM AND PROMPTLY RETURN THE UNOPENED CURRICULUM AND ANY ACCOMPANYING MATERIALS TO CFC 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 agreement to the terms and conditions of this Agreement.

1. License

1.1 Grant. Subject to the terms and conditions of this Agreement, CFC hereby grants to Licensee a nonexclusive, nontransferable (except as provided below) license (the “License”) to: (a) use, perform, and display the Grade-Level Kit solely for internal use by Licensee at one school or facility of Licensee or at which Licensee is employed (the “School/Facility”); (b) reproduce and distribute copies of the Program-Support Documents and Videos ("Program-Support Documents and Videos") contained on secondstep.org solely for internal use by students, teachers, parents, and administrators of the School/Facility; and (c) make the Program-Support Documents and Videos available on the internal servers or network of the School/Facility (but not on any external Web sites, networks, or servers), solely for access and internal use by teachers and administrators of the School/Facility.

1.2 Limitations. All rights not expressly granted above are expressly reserved to CFC. Without limiting the generality of the foregoing: (a) Licensee will not display, perform, distribute, or otherwise share or make available in any manner any portion of the Grade-Level Kit to, for, or with any person or entity who is not a student, teacher, parent, or administrator of the School/Facility; (b) Licensee will not reproduce or distribute in any manner the lessons, DVDs, posters, or other items that are part of the Grade-Level Kit, other than the materials found on secondstep.org, without express written permission from CFC; and (c) Licensee will not obscure any copyright notices or other legends or notices appearing on any of the Grade-Level Kit and will ensure that any reproductions of the Program-Support Documents and Videos will contain the same copyright notice and other legends or notices as appear on the copies provided by CFC or as otherwise may be instructed by CFC from time to time.

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

3. Limited Warranty; Disclaimer and Limitation of Liability. CFC represents and warrants to Licensee that for a period of one year from the date of this Agreement, the materials and upon which the Grade-Level Kit 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 Grade-Level Kit upon the return thereof by Licensee.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PROGRAM AND THE GRADE-LEVEL KIT ARE PROVIDED “AS IS,” AND CFC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFC SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, THE GRADE-LEVEL KIT, OR THIS AGREEMENT, EVEN IF CFC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CFC’S TOTAL LIABILITY TO LICENSEE FOR ANY AND ALL CLAIMS RELATING TO OR ARISING UNDER THIS AGREEMENT, THE PROGRAM, OR THE GRADE-LEVEL KIT, EXCEED THE LICENSE FEE ACTUALLY PAID BY LICENSEE TO CFC FOR THE GRADE-LEVEL KIT.

4. Termination. 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 the Grade-Level Kit and shall promptly return all copies of such Grade-Level Kit to CFC. Sections 2, 3, 4, and 5 of this Agreement will survive termination or expiration of the Term.

5. 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.