Second Step Bullying Prevention Unit License Agreement

IMPORTANT: READ CAREFULLY BEFORE USING THIS CURRICULUM

ALL USE OF THIS BULLYING PREVENTION UNIT IS SUBJECT TO THE TERMS OF THIS LICENSE AGREEMENT, AND BY USING THE BULLYING PREVENTION UNIT, 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 UNOPENED CURRICULUM AND ANY ACCOMPANYING MATERIALS 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 agreement to the terms and conditions of this Agreement.

This License Agreement is a legal agreement between the individual or entity that originally entered into this license (“Licensee”) and Committee for Children (“CFC”) for the CFC Bullying Prevention Unit contained in this package for a single grade level (the “Bullying Prevention Unit”).

- The Bullying Prevention Unit for Grades K–5 consists of: (a) a lesson notebook, containing lessons, unit cards, Following Through cards, handouts, Home Link letters, and other materials (“Lesson Notebook”), (b) posters (“Posters”), and (c) a DVD (“DVD”).
- The Bullying Prevention Unit also includes online materials accessed at SecondStep.org (“Second Step Online”) via the program activation key provided by CFC herein, including teaching and implementation instructions, videos, downloadable resources, and any other online materials accessible through the program activation key (individually and collectively, “Online Materials”). The Online Materials do NOT include the Bullying Prevention Unit Online Training, which are covered by the SecondStep.org terms of use.

1. License
1.1 Grant. Subject to the terms and conditions of this Agreement, and payment in full of all applicable license fees, CFC hereby grants to Licensee a nonexclusive, nontransferable (except as provided below) license (the “License”) to: (a) use, perform, and display the Bullying Prevention Unit solely for internal use by Licensee at one school or facility of Licensee or at which Licensee is employed (the “School/Facility”); (b) access the Online Materials via a program activation key supplied by CFC, subject to the terms and conditions of the Bullying Prevention Unit Online Terms of Use, which can be accessed by a link at the bottom of the webpage once the program activation key has been input; (c) reproduce and distribute items from the Online Materials and Lesson Notebook included in the Bullying Prevention Unit solely excluding full-size posters and lessons for internal use by students, teachers, parents, and administrators of the School/Facility; and (d) make items from the Online Materials and Lesson Notebook excluding full-size posters and lessons available on the internal servers or network of the School/Facility (but not on any external websites, networks, or servers), solely for access and internal use by teachers and administrators of the School/Facility. FULL-SIZE POSTERS AND LESSONS MAY NOT BE REPRODUCED OR DISTRIBUTED IN ANY FORM.

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

(a) No Use Outside Schools/Facilities: Licensee will not display, perform, distribute, or otherwise share or make available in any manner any portion of the Bullying Prevention Unit to, for, or with any person or entity who is not a student, teacher, parent, or administrator of the School/Facility;

(b) No Reproduction/Distribution of Lesson Cards or Posters: Licensee will not reproduce or distribute in any manner (including placing on internal servers) the Lessons or full-size Posters;

(c) No Publication/Reproduction on Internet: Licensee will not publish or reproduce any part of the Bullying Prevention Unit on the Internet or any external websites, networks, or servers; and

(d) No Obscuring of Copyright Notice: Licensee will not obscure any copyright notices or other legends or notices appearing on any of the Bullying Prevention Unit and will ensure that any reproductions of the DVD Resource Documents 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.

(e) Online Training Is Not Included in This License: The Bullying Prevention Unit Online Training found at SecondStep.org is licensed separately from the Bullying Prevention Unit Lesson Notebook and Online Resources, and is not covered by this license. It is covered by the SecondStep.org terms of use.

2. Ownership.

All right, title, and interest, in and to the Bullying Prevention Unit 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 Bullying Prevention Unit is licensed, not sold, and no title to the Bullying Prevention Unit or any copy thereof is transferred to Licensee by this License. The Bullying Prevention Unit is protected by copyright laws

Second Step: Skills for Social and Academic Success
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 media and materials upon which the Bullying Prevention Unit 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 Bullying Prevention Unit upon the return thereof by Licensee.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE BULLYING PREVENTION UNIT IS 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 BULLYING PREVENTION UNIT 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, EXCEED THE LICENSE FEE ACTUALLY PAID BY LICENSEE TO CFC FOR THE BULLYING PREVENTION UNIT.

LICENSEE FURTHER ACKNOWLEDGES THAT THE ONLINE MATERIALS 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. Termination**

**4.1 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 the Bullying Prevention Unit and shall promptly return all copies of such Bullying Prevention Unit to CFC. Sections 2, 3, 4, and 5 of this Agreement will survive termination or expiration of the Term.

**4.2 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 Second Step Online without prior notice for any reason or no reason. If CFC suspends or terminates such access, CFC will provide the Online Materials to Licensee in alternate form. Termination under this Section shall not relieve Licensee of its obligations under this Agreement. CFC also reserves the right to change the content of the Online Materials at any time without notice.

**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 affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.