IMPORTANT: READ CAREFULLY BEFORE USING THIS CURRICULUM

ALL USE OF THIS SECOND STEP KIT IS SUBJECT TO THE TERMS OF THIS LICENSE AGREEMENT, AND BY USING THE SECOND STEP KIT, YOU AGREE TO BE BOUNDED 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 UNUSED 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 early learning Second Step kit contained in this package (the “Second Step Kit”). The Second Step Kit consists of: (a) Weekly Theme Cards (“Weekly Theme Cards”); (b) posters (“Posters”); (c) a Teaching Materials Notebook, which contains Home Link activities, Brain Builder games, song lyrics, and other materials (“Teaching Materials Notebook”); (d) unit cards (“Unit Cards”); (e) Feelings Cards (“Feelings Cards”); (f) Skills for Learning Cards (“Skills for Learning Cards”); and (g) a CD of songs (“CD”). The kit also includes online materials accessed from a special section of the CFC Web site (“SecondStep.org”) via the product activation key provided by CFC herein. These include a Teaching Guide, videos, and any other online materials accessible through the product activation key (individually and collectively, “Online Materials”).

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 Second Step Kit 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 product activation key supplied by CFC, subject to the terms and conditions of the SecondStep.org Terms of Use; (c) reproduce and distribute materials from the Teaching Guide and Teaching Materials Notebook included in the Second Step Kit solely for internal use by students, teachers, parents, and administrators of the School/Facility; and (d) make the Teaching Guide, Teaching Materials Notebook, and videos included in the Online Materials 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 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 Second Step Kit to, for, or with any person or entity who is not a student, teacher, parent, staff member, or administrator of the School/Facility;
(b) No Reproduction/Distribution of Weekly Theme Cards or Posters: Licensee will not reproduce or distribute in any manner (including placing on internal servers) the Weekly Theme Cards or Posters;
(c) No Publication/Reproduction on Internet: Licensee will not publish or reproduce any part of the Second Step Kit on the Internet or any external Web sites, 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 part of the Second Step Kit and will ensure that any reproductions 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 Second Step 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 Second Step Kit is licensed, not sold, and no title to the Second Step Kit or any copy thereof is transferred to Licensee by this License. The Second Step 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 media and materials upon which the Second Step 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 Second Step Kit upon the return thereof by Licensee.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SECOND STEP KIT 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 SECOND STEP 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 SECOND STEP KIT, EXCEED THE LICENSE FEE ACTUALLY PAID BY LICENSEE TO CFC FOR THE SECOND STEP KIT.

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 Second Step Kit and shall promptly return all copies of such Second Step Kit 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 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 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 rights 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.