

4 WHAT'S NEXT LICENSE AGREEMENT

This agreement (the “**Agreement**”) entered into by and between the Jordan Porco Foundation (referred to as “**Foundation**”, “**us**”, “**we**”, or “**our**” as the context may require) and

(Organization)

Attention: _____, having a principal business address of:
(Organization Contact)

(Street Address)

(City)

(State)

(Zip Code)

(referred to as “**you**”, “**your**”, or “**Organization**”). This Agreement applies to the licensing of the 4 What’s Next content and curriculum (the “**Program**”) through the Jordan Porco Foundation. We may refer to you as “**you**”, “**your**”, or “**Organization**” in the Agreement.

1. License Grant; Fees

1.1 License Grant. During the Term, the Foundation hereby grants to you a revocable, limited, non-exclusive, non-transferable license to, at one Location (as defined below) to an unlimited number of students, (i) use and display the 4 WHAT’S NEXT name and logo (the “**Program’s Trademarks**”) solely in conjunction with the Program and (ii) to download, use, reproduce, display, perform, and distribute the Program-branded content and curriculum (the “**Licensed Content**”) (the foregoing the “**License**”). The License is for a single, physical training site (each physical building where the training site is located a “**Location**”). Each additional Location, even if located in the same school or municipal district/organization, is required to purchase an additional License if students from that entity will be participating in the Program or if the Program will also be conducted in that building. The Foundation expressly reserves all rights not expressly granted to you under this Agreement, including the right to create derivative works of the Licensed Content.

1.2 License Fees. As compensation for the License, the Organization shall pay to the Foundation a lump sum license fee of \$300 per Location (the “**License Fees**”). You may pay the License Fees upon purchase or elect to be invoiced. Any invoiced License Fees are due within thirty (30) days of the invoice date. The terms of payment accompany the invoice.

2. Ownership. The Organization acknowledges that the Foundation is the owner of the Licensed Content and the Program’s Trademarks. Any goodwill derived from the use by the Organization of the Program’s Trademarks shall inure to the benefit of the Foundation. If the Organization acquires any rights in the Licensed Content or the Program’s Trademarks, by operation of law, or otherwise, such rights shall be deemed and are hereby irrevocably assigned to the Foundation without further action by any of the parties.

3. Term and Termination

3.1 License Term. The term of this Agreement will continue for one year from the date the License is purchased (the “**Term**”), unless terminated earlier pursuant to the terms of this Agreement. If you wish to conduct the Program after the Term, you must purchase another License from the Foundation.

3.2 Termination. The Foundation may terminate this Agreement at any time by providing the Organization with written notice of termination at least thirty (30) days in advance, unless the Organization is in material breach of this Agreement, in which case the Foundation may terminate this Agreement immediately. Unless the Agreement is terminated by the Foundation due to the Organization's material breach, the Foundation will refund the Organization a pro-rata portion of the License Fees if it terminates this Agreement prior to the expiration of the Term.

3.3 Effect of Termination. Upon termination or expiration of this Agreement, all rights and licenses granted to the Organization under this Agreement shall immediately terminate, and the Organization shall immediately cease all use, reproduction, distribution, performance, and display of the Licensed Content and the Program's Trademarks, and promptly return or destroy the Licensed Content at the Foundation's request.

4. Unauthorized Use by Third Parties. The Organization shall promptly notify the Foundation of any unauthorized use of the Program, the Program's Trademarks, or the Licensed Content by third parties, or of any act of unfair competition by third parties relating to the same, whenever any such unauthorized use or act comes to the Organization's attention. The Organization shall notify the Foundation of any actual or threatened proceeding against the Organization's use of the Program's Trademarks or the Licensed Content.

5. Warranties; Disclaimer of Warranties

5.1 Foundation's Warranties. The Foundation represents and warrants to the Organization that it has the right to grant the License and that the use of the Program's Trademarks and the Licensed Content, as contemplated by this Agreement, does not infringe any copyright, patent, trademark, trade secret or other intellectual property right of others.

5.2 DISCLAIMER. EXCEPT AS SET FORTH IN SECTION 5.1, THE FOUNDATION DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED TERMS, WITH RESPECT TO THE LICENSED CONTENT, THE PROGRAM'S TRADEMARKS, OR CONDITIONS OF TITLE, VALIDITY, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE RELATED TO THE SAME. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE LICENSED CONTENT, THE PROGRAM'S TRADEMARKS, OR CONDITIONS OF TITLE, VALIDITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE RELATED TO THE SAME. THE ORGANIZATION MAY NOT MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF THE FOUNDATION.

6. Limitation of Liability

Under no circumstances will either party to this Agreement be responsible or liable to the other or to any third parties for any loss of profits, earnings, goodwill, economic loss or damage or any incidental, special, or consequential loss or damage concerning or relating to the party's performance or nonperformance under this Agreement, or from the use or inability to use the Program's Trademarks or the Licensed Content. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE FOUNDATION UNDER OR IN CONNECTION WITH THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, EXCEED THE AMOUNTS PAID TO THE FOUNDATION BY THE ORGANIZATION UNDER THIS AGREEMENT.

7. Indemnification

The Organization agrees to defend, indemnify, and hold the Foundation harmless against any and all claims, demands, causes of action and judgments concerning or relating to the Organization's performance under this Agreement or use of the Program's Trademarks or the Licensed Content outside the scope of the License or otherwise in a manner that breaches the terms of this Agreement.

8. Confidentiality

In the performance of this Agreement each party may disclose to the other party certain confidential information, orally or in writing, including, but not limited to, business or marketing plans, cost or price data, customer or author information, technical information and other information related to the parties' business, including any financial terms of this Agreement (collectively, the "**Confidential Information**"). Neither party shall disclose or use the other party's Confidential Information except for the sole purpose of performing this Agreement, and each party shall safeguard such information against unauthorized disclosure to others with at least the same degree of care as it exercises with its own information of a similar nature, but in no event less than reasonable care.

Notwithstanding the foregoing, Confidential Information shall not include information that: (1) the receiving party can demonstrate by written records was already rightfully known to that party prior to its receipt from the disclosing party; (2) is now, or becomes in the future, public knowledge through no fault, act or omission of the receiving party; (3) is independently developed by the receiving party without any use of or reliance on the disclosing party's Confidential Information; (4) is required to be revealed by law, provided that notice is given to the other party so that it can seek a protective order.

9. Notices

All notices required under this Agreement shall be in writing. Any such notice may be delivered by hand (including by courier), sent registered or certified mail, postage prepaid, or transmitted by email, addressed to the other party at 225 Asylum Street, 23rd Floor, Hartford CT 06103 in the case of the Foundation, or at the address provided to us by you in your case, or at such other address as may be designated by either party in writing. Any such notice shall be effective upon receipt by the addressee.

10. Relationship of Parties

This Agreement creates no agency relationship between the parties to this Agreement, and nothing contained in this Agreement shall be construed to place the parties in the relationship of partners or joint venturers, and the Organization shall have no power to obligate or bind the Foundation in any manner.

11. Assignment; Binding Effect

The Organization may not assign, sublicense, or transfer the License or this Agreement to any third party without the prior written consent of the Foundation. The parties agree that the rights in this Agreement are for their own sole benefit and that this Agreement is not intended to confer any rights or benefits to any other person unless specifically stated in this Agreement. The rights and obligations of the parties to this Agreement shall inure to the benefit of, and be binding and enforceable upon, the respective successors and assigns of the parties. Any attempt by the Organization to assign or transfer any rights granted under this Agreement, without the Foundation's prior express written consent, to any third parties shall be void.

12. Authority

Each party to this Agreement represents and warrants that it is under no restriction or prohibition affecting its ability to execute this Agreement or to perform its obligations under this Agreement and that the person designated below to sign on its behalf has the right, power, and authority to enter into and agree to the terms and conditions of this Agreement. The parties agree that this Agreement is valid, legal, and binding and that this Agreement does not contravene any other agreement to which the Foundation or the Organization is a party. Each party acknowledges that it has had the benefit and advice of independent legal counsel in connection with this Agreement and understands the meaning of each term of this Agreement and the consequences of signing this Agreement.

13. Counterparts; Severability; Further Assurances

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. If any person in this Agreement is found or held to be invalid or unenforceable by a court of competent jurisdiction, then such provision shall be severed

from the Agreement to prevent the Agreement from becoming automatically void and the remainder of the Agreement shall remain valid and enforceable. The Foundation and the Organization shall execute and deliver such other documents or instruments and take such other action as may be necessary to carry out the purposes of this Agreement.

14. No Waiver

The failure or delay of either party to this Agreement in exercising any of its rights under this Agreement, including any rights with respect to a breach or default by the other party, shall in no way operate as a waiver of such rights or prevent the assertion of such rights with respect to any later breach or default by the other party. No party shall be deemed to have waived any rights under this Agreement by any action or inaction unless an express waiver is set forth in writing. The waiver of one breach under this Agreement shall not constitute the waiver of any other or subsequent breach.

15. Entire Agreement; Governing Law

This Agreement contains the entire agreement between the parties and supersedes any and all prior and contemporaneous agreements, communications, or representations, verbal or written, relating to the subject matter of the Agreement. This Agreement may only be amended or modified in a writing signed by both of the parties. This Agreement shall be governed by and interpreted in accordance with the laws of State of Connecticut, without reference to its conflict of laws principles. The parties irrevocably consent to the exclusive personal jurisdiction of the courts located in Connecticut.

Dated this _____ day of _____, 20_____.
(Date) (Month) (Year)

THE JORDAN PORCO FOUNDATION

THE ORGANIZATION

By: _____
(JPF Representative Signature)

By: _____
(signature)

Its _____
(Title)

Its _____
(Title)