IMPORTANT: READ CAREFULLY BEFORE USING THIS CURRICULUM

AddyPres Solver6 is trademarked ™, copyrighted © intellectual property owned by the AddyPres LifeSTYLE Corporation. ALL USE OF THIS AP Solver6 Series IS SUBJECT TO THE TERMS OF THIS LICENSE AGREEMENT, AND BY USING THE AP Solver6 Series, 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 ENRICHMENT CURRICULUM, AND YOU MUST PROMPTLY RETURN ALL UNUSED ENRICHMENT CURRICULUM AND ANY ACCOMPANYING MATERIALS TO AddyPresLifeSTYLE 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 AddyPresLifeSTYLE ("AP" "AddyPres") for the AP Solver6 Series, either single purchase series or bundle purchase (the "Solver6 Series"). The AddyPres Solver6 Series consists of: (a) Educator Lesson Plan ("Full Series Lesson Plan"); (b) Activity Sheets ("Activity Sheets"); (c) Coordinating Family Series ("For Families Solver6 Series") for each individual series. The series also includes online suggestions that utilize non-partner associations ("Extension Suggestions").

1. License

- 1.1 Grant. Subject to the terms and conditions of this Agreement and payment in full of all applicable license fees, AddyPres LifeSTYLE hereby grants to Licensee a nonexclusive, nontransferable (except as provided below) license (the "License") to: (a) use, perform, and display the AP Solver Series solely for internal use by Licensee at one school or classroom of Licensee or at which Licensee is employed (the "School/Classroom"); (b) reproduce and distribute activity sheets solely for internal use by students, teachers, parents, and administrators of the School/Classroom; and (c) make the Lesson Plan and activity sheets available on the internal servers or network of the School/classroom (but not on any external Web sites, networks, or servers), solely for access and internal use by teachers and administrators of the School/classroom.

 1.2 Exclusions/Limitations. All rights not expressly granted above are expressly reserved to AddyPres LifeSTYLE. Without limiting the generality of the foregoing:
- (a) No Use Outside Schools/Classrooms: Licensee will not display, perform, distribute, or otherwise share or make available in any manner, other than sharing imagery of student's complete projects and experiences to promote in a positive manner on social media, any portion of the Solver6 Series to, for, or with any person or entity who is not a student, teacher, parent, staff member, or administrator of the School/Classroom:
- (b) No Reproduction/Distribution of Lesson Plans or Activity Sheets: Licensee will ONLY reproduce and/or distribute in any manner (including placing on internal servers) the Solver6 Series Lesson plans and/or activity sheets based on their For School or For Classroom/Home School purchase ("Purchase for School" "Purchase for Classroom & Home School")
- (c) No Publication/Reproduction on Internet: Licensee will not publish or reproduce any part of the AP Solver6 Series 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 AP Solver6 Series and will ensure that any reproductions will contain the same copyright notice and other legends or notices as appear on the copies provided by AddyPres LifeSTYLE or as otherwise may be instructed by AddyPres LifeSTYLE from time to time.

2. Ownership

All right, title, and interest, in and to the *Solver6 Series* 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 AddyPres LifeSTYLE. The *AP Solver6 Series* is licensed, not sold, and no title to the *Solver6 Series* or any copy thereof is transferred to Licensee by this License. The *Solver6 Series* 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

AddyPres LifeSTYLE 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 AP Solver6 are recorded or printed shall be free from

© AddyPres LifeSTYLE Corp. 2018 All Rights Reserved.

defects in materials and workmanship. AddyPres LifeSTYLE'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 AddyPres LifeSTYLE's option, a refund of the License Fee paid for the defective portion of the *AP Solver6 Series* upon the return thereof by Licensee.

AddyPres LifeSTYLE Solver6™ Series Enrichment

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE AP SOLVER6 Series IS PROVIDED "AS IS," AND AddyPres LifeSTYLE 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. AddyPres LifeSTYLE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SOLVER'S SERIES OF THIS AGREEMENT, EVEN IF AddyPres LifeSTYLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AddyPres LifeSTYLE'S TOTAL LIABILITY TO LICENSEE FOR ANY AND ALL CLAIMS RELATING TO OR ARISING UNDER THIS AGREEMENT, THE Solver6 Series, EXCEED THE LICENSE FEE ACTUALLY PAID BY LICENSEE TO AddyPres LifeSTYLE FOR THE Solver6 Series. LICENSEE FURTHER ACKNOWLEDGES THAT THE ONLINE MATERIALS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, AND AddyPres LifeSTYLE 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, AddyPres LifeSTYLE 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 *Solver6 Series* and shall promptly return all copies of such *Solver6 Series* to AddyPres LifeSTYLE. 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. AddyPres LifeSTYLE may, in its sole discretion and without liability to you or any third party, suspend or terminate your access to Online Materials through AddyPres.org or AddyPresLifeStyle.com without prior notice for any reason or no reason. Termination under this Section shall not relieve Licensee of its obligations under this Agreement. AddyPres LifeSTYLE also reserves the right to change the content of 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 California, without reference to its choice of law rules. Licensee hereby irrevocably consents to the jurisdiction of the courts of the State of California with venue in Thousand Oaks and of the United States District Court for the Southern District of California. This Agreement constitutes the entire agreement, and supersedes any and all prior agreements of AddyPres LifeSTYLE and Licensee relating to the subject matter hereof. The failure of AddyPres LifeSTYLE 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 AddyPres LifeSTYLE'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.