

**ED-FI ALLIANCE, LLC**  
**ED-FI ADOPTER LICENSE AGREEMENT**

This License Agreement (“Agreement”), effective as of the date (“Effective Date”) executed by the Ed-Fi Alliance, LLC (“Licensor”), with an address at P.O. Box 161508, Austin, Texas 78716, is made by and between the Licensor, a Texas limited liability company exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”) and the entity listed in the signature block at the end of this Agreement (“Licensee”).

WHEREAS, Licensor is an organization committed to improving student achievement in the K-12 sector through the creation of tools that extract student information and then standardizes, integrates and communicates it through Web-based dashboards, reports and other applications; and

WHEREAS, Licensee wishes to license the Licensed Materials (as defined herein), which have been created for public use and benefit, and are owned by Licensor in furtherance of its charitable mission; and

WHEREAS, Licensor wishes to make the Licensed Materials available to others through a license arrangement so that the Licensed Materials can be used for the public good and for goals related to improving childhood education, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. DEFINITIONS**

1.1 “Derivative Works” shall mean any substantive and material modifications, adaptations, enhancements, improvements, or any other type of change to the Licensed Materials that is created or developed by or on behalf of the Licensee.

1.2 “Intellectual Property” means any and all known or hereinafter existing worldwide copyrights, patents, trademarks, trade secrets, uniform resource locators, trade dress, brand features, know-how, moral rights, contract rights and other proprietary rights of any type under the laws of any applicable government authority, including, without limitation, all applications, renewals, extensions, registrations and combinations of the foregoing.

1.3 “Licensed Marks” means those trademarks identified in the Brand and Trademark Guidelines, as well as Licensor’s name, logo, and any trade names, trademarks, service marks or other proprietary designations of Licensor (including any contraction, abbreviation, or simulation of any of the foregoing), whether such rights accrue through common law or statute, together with any rights arising out of applications to register any of the foregoing.

1.4 “Licensed Materials” means the components of an educational performance management system described at [www.ed-fi.org/licensed\\_materials](http://www.ed-fi.org/licensed_materials) and/or components made accessible to Licensee at <https://github.com/organizations/Ed-Fi-Alliance> at a later date, and the data standard and associated software, source code and systems specifications available through the uniform resource locators set forth therein (collectively, the “Ed-Fi Solution”), as such technology exists as of the Effective Date and thereafter, together with all graphics, logos, button icons, images, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, software, source code and other materials incorporated therein.

1.5 “Permitted Use” means any charitable, educational, or other similar use that results in a public benefit.

1.6 “Brand and Trademark Guidelines” means the Ed-Fi Alliance Brand and Trademark Guidelines as in effect from time to time and available for download at [www.ed-fi.org](http://www.ed-fi.org).

## **2. LICENSE GRANT**

2.1 License Grant. Provided that Licensee complies with the terms, conditions and provisions hereof, Licensor hereby grants to Licensee a non-exclusive, revocable, non-transferable, nonassignable, sublicensable (as set forth in Section 3.2 below), paid-up, royalty-free license for the term of this Agreement to use, modify, create Derivative Works of, and translate the Licensed Materials solely for the Permitted Use. Except for the limited license rights granted herein, Licensor reserves to itself all right, title and interest in and to the Licensed Marks.

## **3. LICENSE RESTRICTIONS AND LIMITATIONS**

3.1 Restrictions. Licensee acknowledges that Licensee’s use of the Licensed Materials is limited to the scope of the license granted under Section 2.1 and that this Agreement does not permit Licensee to use the Licensed Materials other than as provided herein. Without Licensor’s prior written consent, Licensee shall not:

a. knowingly or negligently permit other individuals or entities to use or copy the Licensed Materials except in strict accordance with the terms and conditions of this Agreement; or

b. sublicense, rent, lease, grant a security interest in, or otherwise transfer rights to the Licensed Materials except as specifically permitted herein; or

c. assert, in any manner, any ownership interest in the Licensed Materials, or take any action which conflicts with Licensor’s ownership of all Intellectual Property rights relating the Licensed Materials; or

d. represent to any third party that Licensor in any way warrants, certifies, or guarantees the Licensed Materials or the Derivative Works; or

e. request or collect any compensation or remuneration of any sort or form for the use of the Licensed Materials; provided, however, that this subsection 3.1(e) shall not prevent or restrict Licensee from requesting or collecting any compensation or remuneration of any sort or form for the use of any Derivative Work; or

f. make any representation, orally or in writing, to any other party which suggests or implies that Licensor is affiliated with, sponsored by or endorsed by Licensee in any way or that Licensor endorses the Derivative Works.

**3.2 Sublicensing.** Licensee may sublicense its rights under this Agreement only with the express prior written consent of Licensor. Any sublicense granted by Licensee shall be subject to the same terms and conditions of this Agreement except that sublicensee shall be prohibited from granting further licenses. No sublicense shall relieve Licensee of any of its obligations under this Agreement. If Licensor consents to Licensee's grant of a sublicense, Licensee agrees to mail, at Licensor's address noted above, to Licensor, a fully executed, complete, and accurate copy and translation thereof written in the English language and original language (if written in a language other than the English language) of each sublicense agreement it enters into within ten (10) days after execution thereof.

**3.3 Ownership of Licensed Materials.** The Licensed Materials and any and all modifications, bug fixes, updates and releases provided by Licensor, and all worldwide Intellectual Property rights therein, are and shall remain the exclusive property of Licensor. Licensee acknowledges and agrees that all Intellectual Property rights of whatever nature in the Licensed Materials and the source code relating to the Licensed Materials are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

**3.4 Ownership of Derivative Works.** Licensor acknowledges and agrees that all Intellectual Property rights of whatever nature in the Derivative Works are and shall remain the property of Licensee, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensor or any third party. Licensee shall have the right to use, copy, display, reproduce, and commercially exploit the Derivative Works solely for a Permitted Use and only after receiving authorization from Licensor as set forth in Section 3.5.

**3.5 Distribution of Derivative Works.** Licensee shall not use, copy, display, reproduce, or commercially exploit any Derivative Works without Licensor's express prior written consent. Licensor's right to consent shall be limited to its good faith determination that the intended use of the Derivative Work constitutes a Permitted Use. Prior to developing and commercializing a Derivative Work, Licensee shall mail, to Licensor's address noted above, a description of Licensee's intended use on the form attached as Exhibit A (the "Licensee's Notice"). Licensor shall have thirty (30) days from the date of its receipt of Licensee's Notice to determine whether Licensee's intended use is a Permitted Use. If Licensor determines that Licensee's intended use constitutes a Permitted Use, or if Licensor fails to make such determination within said thirty (30) day period, then Licensee may proceed with the development and commercialization of the Derivative Work as described in the Licensee's Notice.

3.6 **Markings & Attribution.** Licensee shall not remove or alter any copyright notice or proprietary rights notice contained in or generated by the Licensed Materials. Licensee shall prominently display the following notice in all Derivative Works: “*Developed with technology provided by the Ed-Fi Alliance that was created with support from the Michael & Susan Dell Foundation. Used under license.*”

3.7 **Requests for Licensee Information.** From time to time, Licensor may request information regarding Licensee’s use of the Licensed Materials, Licensee’s compliance with Ed-Fi XML schema, Licensee’s commercialization of any Derivative Works and/or Licensee’s compliance with the terms of this Agreement. Licensee agrees to provide responses to Licensor in reasonable detail and in a timely manner. During the term of this Agreement, Licensee agrees to keep documentation regarding Licensee’s use of the Licensed Materials and Derivative Works to the extent necessary to verify that such use is a Permitted Use. Upon fifteen (15) days prior written notice by Licensor, Licensee agrees to permit such documentation to be examined from time to time but not more frequently than annually by Licensor, such examination to be made at the expense of Licensor by an auditor appointed by Licensor. In addition, Licensee shall obtain such audit rights for Licensor for each sublicensee of Licensee.

3.8 **No Support.** Licensee acknowledges and agrees that this Agreement does not obligate Licensor to provide Licensee support of any kind in connection with Licensee’s use of the Licensed Materials; and Licensor hereby expressly disclaims every such obligation, if ever any, however arising, and Licensor shall not be required to provide support or have any other continuing obligation, whatsoever, regarding the Licensed Materials.

3.9 **Brand and Trademark Rights.** Licensee agrees that, any use of the Licensed Marks by Licensee shall only be used in connection with the Licensed Materials and shall be subject in all respects to the terms and conditions set forth on the attached Exhibit B (the “Brand and Trademark License”). Licensee acknowledges that, except for the limited rights set forth in the Brand and Trademark License, it will acquire no rights in the Licensed Marks pursuant to this Agreement as such marks are and shall remain the exclusive property of Licensor or their respective owners. Except as set forth in the Brand and Trademark License, nothing contained in this Agreement shall be construed as conferring any right to use the Licensed Marks in Licensee’s advertising, publicity or other promotional activities without Licensor’s express written approval.

3.10 **No Personal Information.** The Parties agree that Licensor cannot access or collect personally identifiable information through the Licensed Materials or any systems, dashboards or other derivatives developed by the Licensee.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 **Licensor’s Ownership of the Licensed Marks.** Licensee acknowledges Licensor’s exclusive right, title, and interest in and to the Licensed Marks and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Licensed Marks except as otherwise expressly so provided. Licensee acknowledges that its use of the Licensed Marks hereunder will not create in it any right, title or interest in the Licensed Marks other than the limited license rights granted herein and that all such use of the Licensed Marks and the goodwill generated thereby will inure to the benefit of Licensor. Licensee warrants and represents that (a) it will not

at any time challenge Licensor's right, title, or interest in the Licensed Marks or the validity the Licensed Marks or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of Licensor in the Licensed Marks; (c) it will not represent that it has any ownership in or rights with respect to the Licensed Marks; and (d) it will not, either during or subsequent to the term of this Agreement, use any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Licensed Marks or any of Licensor's other marks.

**4.2 Representations of Licensee.** Licensee represents and warrants that (a) if it is an entity, it is duly organized and in good standing under the laws of its jurisdiction of organization; (b) Licensee has taken all actions that are necessary or advisable in order for it to enter into this Agreement; (c) the person executing this Agreement on behalf of Licensee is authorized to do so; (d) the Agreement, upon its execution by Licensee (and assuming due execution by the Licensor) shall be the binding obligation of Licensee, enforceable in accordance with its terms; and (e) Licensee will at all times comply with all laws, regulations, ordinances, rules and orders that are applicable to it in connection with the operation of its business generally.

## **5. WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY**

**5.1 Disclaimer of Warranty.** LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY DISCLAIMED. THE LICENSED MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE LICENSEE. LICENSOR DOES NOT WARRANT THE LICENSEE'S USE OF THE LICENSED MATERIALS WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES FROM LICENSOR. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. NO REPRESENTATIVE, AGENT, EMPLOYEE OR OTHER PERSON IS AUTHORIZED TO MAKE ANY MODIFICATIONS TO THIS DISCLAIMER OF WARRANTY.

**5.2 Exclusion on Damages.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL LICENSOR BE LIABLE TO LICENSEE OR TO ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE ACKNOWLEDGES THAT THE FOREGOING REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT LICENSOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT

WITHOUT THESE LIMITATIONS ON ITS LIABILITY, AND LICENSEE AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 6. INDEMNIFICATION

6.1 General Indemnification. To the extent permitted by law, Licensee will indemnify, defend and hold Licensor and any of its subsidiaries or affiliates, and their officers, directors, employees, representatives, and agents (“Indemnities”) harmless from and against any and all demands, damages, losses, liabilities, costs or expenses (including, without limitation, attorneys’ fees) from and against any and all claims that directly or indirectly relate to (a) Licensee’s use of Licensed Materials or distribution of Derivative Works, (b) allegations of patent, copyright, trade secret, or other proprietary rights infringement resulting from Licensee’s use of the Licensed Materials and any Derivative Works, (c) any of Licensee’s activities in connection with the Licensed Materials which are not expressly authorized herein, and (d) any reduction or loss of Licensor’s copyright or other proprietary rights protections for any portion of the Licensed Materials because of Licensee’s substitution of Licensee’s copyright notice or other legend for Licensor’s or Licensee’s other activities; and Licensee agrees to pay in all such cases the costs, including attorneys’ fees, of defending against them. Licensee’s obligation to indemnify will apply regardless of whether the damage, loss, liability, cost or expense in question arises in whole or in part from any negligent act or omission of an indemnified person or entity, from strict liability in tort of an indemnified person or entity, or otherwise.

6.2 Privacy; Compliance with Law. The Licensed Materials contain features and functionality that may allow Licensee to collect data from, control, or monitor personal, private or confidential information. Licensee will indemnify, defend and hold the Indemnities harmless from and against any and all demands, damages, losses, liabilities, costs or expenses (including, without limitation, attorneys’ fees) from and against any and all claims that directly or indirectly relate to Licensee’s collection, transmission, storage or use of such information. Licensee shall comply with all applicable laws, rules and regulations in all activities relating to the License Materials and Derivative Works, including, without limitation, compliance with any applicable data privacy laws or regulations.

## 7. TERM AND TERMINATION

7.1 Term and Termination. The Agreement shall enter into force on the Effective Date, and shall remain in force throughout the duration of any and all copyrights in the Licensed Materials.

7.2 Termination for Convenience. Licensee may terminate this Agreement at any time upon thirty (30) days’ prior written notice to Licensor.

7.3 Termination for Default. If Licensee defaults in the performance of its obligations hereunder and if any such default is not corrected within 30 days after receipt of Licensor’s written notice of default, then Licensor may, at its option and in addition to any other remedies it may have, terminate this Agreement by giving written notice of termination to Licensee.

7.4 **Effect of Termination.** In the event of termination, Licensee will return or destroy all copies of the Licensed Materials and shall stop accessing any links included within the Licensed Materials within five days after the effective date of such termination. If requested by Licenser, an officer of Licensee shall provide a certificate to Licenser, within three days of a written request therefore, certifying under oath that all such copies have been returned or destroyed. Licensee may continue the use of Derivative Works based on software and source code, but Licensee must remove all references and/or associations with the Ed-Fi and Licenser names and trademarks.

7.5 **Remedies.** If Licensee becomes aware of any act or threatened act by any of its officers, directors, employees, agents or representatives which is or would be in violation of any of the terms of this Agreement, Licensee shall notify Licenser immediately and, in cooperation with Licenser, shall take all steps necessary to remedy any actual or threatened noncompliance to the reasonable satisfaction of Licenser. This provision shall not in any way limit any of the remedies otherwise available to Licenser for breach of this Agreement or limit Licensee's liability for failing to comply with the provisions of this Agreement. Licensee acknowledges that any violation of this Agreement, including without limitation any unauthorized use of the Licensed Materials by any person or entity who receives the Licensed Materials in contravention of the terms of this Agreement, shall cause irreparable damage to Licenser for which there would be no adequate remedy at law. In addition, Licensee acknowledges that damages resulting from such breach would be impossible to ascertain. Licensee therefore agrees that Licenser shall be entitled to obtain injunctive relief if the provisions of this Agreement are violated.

7.6 **Survival.** The parties' rights and obligations with respect to the following Sections shall survive any termination of this Agreement: 1, 3.1, 3.3, 3.4, 3.5, 3.10, 4, 5, 6, 7.4, 7.5, 7.6, 8, and 9.

## **8. GOVERNING LAW, VENUE AND ARBITRATION**

8.1 **Governing Law.** UNLESS OTHERWISE REQUIRED BY LICENSEE'S STATE LAW, THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

8.2 **Venue.** UNLESS OTHERWISE REQUIRED BY THE LAW OF LICENSEE'S STATE OR JURISDICTION, FOR PURPOSES OF INJUNCTIVE RELIEF, LICENSEE HEREBY AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, WITH VENUE FOR STATE CAUSES OF ACTION IN ANY COURT IN TRAVIS COUNTY AND VENUE FOR FEDERAL ACTIONS IN THE WESTERN DISTRICT OF TEXAS, AUSTIN DIVISION. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT PREVENTS THE LICENSOR FROM PROCEEDING AGAINST THE LICENSEE IN ANY COURT HAVING JURISDICTION. LICENSEE FURTHER AGREES TO SUBMIT TO SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED AND AGREES THAT SUCH SERVICE SHALL BE SUFFICIENT TO CONFER IN PERSONAL JURISDICTION OVER LICENSEE.

8.3 Arbitration. With the exception of claims for injunctive relief, the parties mutually consent to the resolution by arbitration of any and all legal or equitable claims or disputes between them, including but not limited to, claims arising out of or in connection with the Licensed Materials or this Agreement. The parties mutually agree that such arbitration shall be in accordance with the then-current Commercial Dispute Resolution Rules of the American Arbitration Association before an arbitrator who is licensed to practice law and shall be conducted in Austin, Texas. One arbitrator shall be used and shall be chosen by mutual agreement of the parties. The arbitrator shall issue a written decision and award stating the reasons therefore. The decision and award shall be final and binding on both parties, their heirs, executors, administrators, successors, and assigns. It is the intention of the parties that this Agreement shall be enforceable under the Federal Arbitration Act, the Texas General Arbitration Act, and at common law. All materials exchanged during discovery in any arbitration proceeding shall be held in strict confidence by the receiving party. The prevailing party in arbitration may, at the arbitrator's sole discretion, be awarded attorneys' fees, the arbitration filing fee and the costs and expenses of the arbitrator.

## 9. GENERAL

9.1 No Partnership or Joint Venture. Except as otherwise may be expressly provided in this Agreement, Licensee shall not be construed to be and shall not represent itself as an agent of Licensor. The parties are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. Neither party shall make any warranties or representations on behalf of the other party.

9.2 Waivers. Failure of either party to insist upon strict performance of the terms, conditions, and provisions of this Agreement shall not be deemed a waiver of such terms, conditions, or provisions or a waiver of future compliance with them. No waiver of any terms, conditions, or provisions shall be deemed to have been made unless expressed in writing and signed by the waiving party.

9.3 Assignment. This Agreement may not be assigned or transferred to any third party, or to any affiliate, successor, or assign of Licensee without Licensor's prior written consent. Licensor may assign this Agreement to any third party, or to an affiliate, successor, or assign.

9.4 Entire Understanding. This Agreement replaces any and all understandings, whether oral or written, that may have existed between Licensor and Licensee and represents the entire understanding of the parties regarding the subject matter hereof. This Agreement may not be amended, modified or rescinded except by a written agreement executed by both parties.

9.5 Notices. All notices required or permitted under this Agreement and all requests for approvals, consents, and waivers must be in writing and must be delivered by a method providing for proof of delivery. Any notice or request will be deemed to have been given on the date of receipt. All written notices and other communications relating to this Agreement will be deemed to have been duly delivered if sent by First Class mail to: the address given above for Licensee or, for Licensor, to P.O. Box 161508, Austin, Texas, 78716.

9.6 Severability; Headings. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to violate a law, it will be severed from the rest of the agreement and the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

9.7 Counterparts. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when all counterparts taken together shall have been executed and delivered by the parties. A telecopied facsimile or PDF copy of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date.

AGREED:

---

Licensee Organization Name

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ED-FI ALLIANCE, LLC**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **LICENSEE INFORMATION:**

Address:

Contact Person:

Title of Contact Person:

Email Address of Contact Person:

**EXHIBIT A**  
**LICENSEE'S NOTICE**

Title of Derivative Work:

Date of Intended Product Availability or Commercialization:

Description of Derivative Work:

Final or Preliminary Audience for Derivative Work:

## EXHIBIT B

### BRAND AND TRADEMARK LICENSE

In addition to the terms and conditions set forth in the Agreement, the terms and conditions set forth in this Exhibit shall govern any and all use of the Licensed Marks identified by Licensee in its Brand and Trademark Guidelines.

#### **1. GRANT OF LICENSE.**

1.1 License. Subject to Licensee's compliance with the terms, conditions and provisions hereof, Licensor hereby grants to Licensee a non-exclusive, revocable, non-transferable, royalty-free license for the term of the Agreement to use the Licensed Marks in connection with the use and promotion of the Ed-Fi Solution. Except for the limited license rights granted herein, Licensor reserves to itself all right, title and interest in and to the Licensed Marks.

#### **2. LICENSE RESTRICTIONS AND LIMITATIONS.**

The licenses granted pursuant to Section 1.1 above are granted subject to the following requirements and limitations:

2.1 All Websites Registered. So long as this Agreement remains in effect, Licensee shall, upon Licensor's reasonable request, provide Licensor with a list of all websites owned or operated by Licensee on which the Licensed Marks are displayed.

2.2 Compliance with Brand and Trademark Guidelines. Licensee shall comply with the Brand and Trademark Guidelines. Licensor reserves the right to modify the Brand and Trademark Guidelines from time to time and will post the current version of the Brand and Trademark Guidelines on the Licensor's website. Licensee is solely responsible for keeping itself informed of the current requirements in the Brand and Trademark Guidelines by reviewing the most current version from time to time. The Licensor shall inform Licensee of changes to the Brand and Trademark Guidelines by email. If Licensee does not agree with any changes to the Brand and Trademark Guidelines, Licensee's sole remedy is to terminate this Agreement as provided herein.

2.3 Use Only On Licensed Materials. Licensee agrees to use the Licensed Marks only in connection with its use and promotion of the Licensed Materials.

2.4 Consent to Disclosure and Use of Information Concerning Licensee. Licensee consents to Licensor's use of Licensee's name in connection with the promotion of the Ed-Fi Solution. Such disclosures may include, without limitation, Licensee's name and address and the URL of any websites owned by Licensee using the Ed-Fi Solution. Without limiting the foregoing, Licensor agrees not to use the name of any individual employee or elected official of Licensee,

and Lessor shall not state that Licensee supports, endorses, or promotes any product or service other than the Ed-Fi Solution.

**2.5    Certain Geographic or Usage Limitations.** In the event Lessor determines that use of the Licensed Marks may in any particular manner or jurisdiction violate any applicable laws or regulations, be contrary to public policy or may subject Licensee or the Lessor to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of notice and request from the Lessor, to promptly cease and desist from all use of the Licensed Marks in such particular manner or jurisdiction.

**2.6    Control.** Lessor shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Licensed Marks and the Brand and Trademark Guidelines. Lessor reserves the right to inspect the quality of the products and services provided under the Licensed Marks, upon reasonable notice, during normal business hours, to ensure that the quality is as required by this Section.

**2.7    Specific Use Restrictions.** The licenses granted in Section 1.1 are subject to the restrictions and obligations of Licensee set forth in this Agreement, including, without limitation, the following:

- a.    Licensee shall not modify, enhance or change the Licensed Marks or combine a mark with another mark, or use, adopt or register any marks confusingly similar to the Licensed Marks.
- b.    Licensee shall not omit portions or use a partial version of any of the Licensed Marks.
- c.    Licensee shall not use any of the Licensed Marks as a domain name, including, without limitation, as a sub-domain name or name of the service or company.
- d.    Licensee shall not use the Licensed Marks: (i) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Licensed Marks; (ii) in any manner as would violate the rights of any third parties; or (iii) in any manner as would result in any third party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Licensed Marks.

**2.8    Quality.** Licensee shall at all times maintain the highest standards of appearance and quality. Licensee warrants that its uses of the Licensed Marks shall be of a nature that is consistent with the high standards of quality and excellence established by Lessor with respect to the Licensed Marks, and Licensee agrees to maintain that level of quality.

2.9 Inspection. Lessor and its authorized agents and representatives shall have the right to inspect Licensee's use of the Licensed Marks from time to time to determine whether Licensee's use of the Licensed Marks conforms to the requirements set forth in the Brand and Trademark Guidelines and in this Agreement.

2.10 Third-Party Infringement. Licensee will promptly notify Lessor if it becomes aware of any infringement of the Licensed Marks by a third party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.

2.11 Use of the Licensed Marks. Nothing in this Agreement gives Licensee the right or license to use the Licensed Marks apart from the marks as shown in the Brand and Trademark Guidelines. Any use of such mark or marks shall occur only if and to the extent permitted by the Brand and Trademark Guidelines or a separate agreement between Licensee and Lessor. Licensee shall not use Licensed Marks except as permitted therein.

2.12 Noncompliance. Licensee shall immediately and at its sole cost and expense correct any usage of the Licensed Marks that the Lessor regards as failing to comply with the requirements of this Agreement or the Brand and Trademark Guidelines.

2.13 Change in Licensed Marks. Licensee reserves the right to change the materials comprising the Licensed Marks at any time by revising its Brand and Trademark Guidelines. In the event of such a change, Licensee will make reasonable efforts to notify Lessor of the change and provide Lessor a reasonable time frame to comply with the new Brand and Trademark Guidelines.

### **3. LICENSE FEES AND ROYALTIES.**

3.1 License Fees. The licenses granted hereunder are fully paid and without royalty.

### **4. LICENSOR OWNERSHIP OF THE LICENSED MARKS.**

4.1 Lessor Ownership of the Licensed Marks. Licensee acknowledges Lessor's exclusive right, title, and interest in and to the Licensed Marks and acknowledges that nothing herein shall be construed to accord to Licensee any rights in the Licensed Marks except as otherwise expressly so provided. Licensee acknowledges that its use of the Licensed Marks hereunder will not create in it any right, title or interest in the Licensed Marks other than the limited license rights granted herein and that all such use of the Licensed Marks and the goodwill generated thereby will inure to the benefit of Lessor. Licensee warrants and represents that (a) it will not at any time challenge Lessor's right, title, or interest in the Licensed Marks or the validity the Licensed Marks or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of Lessor in the Licensed Marks; (c) it will not represent that it has any

ownership in or rights with respect to the Licensed Marks; and (d) it will not, either during or subsequent to the term of this Agreement, use any certification mark, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Licensed Marks or any of Licensor's other marks.