

EBLI ONLINE TRAINING – TRAINEE AGREEMENT

This EBLI Online Training Agreement (this “Agreement”) is between TEACH THE WORLD TO READ LLC, a Michigan limited liability company d/b/a EBLI (Evidence-Based Literacy Instruction) (“Trainer”) and you (“You” or “Authorized User”).

1. *Purpose.* Trainer is the owner of a proprietary research-based system of skills, concepts, strategies, and activities that are used to teach literacy skills in reading, spelling, and writing to students (“EBLI”). By being given access to EBLI Training and Student Lessons (“ETSL”) regarding EBLI (the “EBLI Course”), You will learn how to use EBLI to teach students. Upon successful completion of the EBLI Course, You will become certified to use EBLI in Your teaching. To help ensure the proper use of EBLI, which is proprietary to Trainer, Trainer requires that you provide your consent to the terms of this Agreement before You will be permitted to enroll in and take the EBLI Course.

2. *Permitted Uses.* You agree that you may use EBLI to successfully complete the EBLI Course and become certified by Trainer. You may only use EBLI for the purposes of directly teaching students (i) in a one-on-one setting, (ii) in a small group setting, or (iii) in a large classroom-sized group setting.

(a) *Access.* The ETSL may be accessed via Trainer’s website at www.eblireads.com (the “Website”). Each Authorized User is authorized to access and use the ETSL on an individual, per-person basis, through the creation of a unique password, the validation of a unique e-mail address, and/or other method designated by Trainer. No generic user name or e-mail address that would not allow the identity of each Authorized User to be ascertained in Trainer’s sole discretion may be used without the prior written consent of Trainer. Education Provider is responsible for any communications lines, equipment, software, services or other technology necessary for the Authorized Users to receive and access the ETSL. Any third-party content within the ETSL is subject to the continuing consent of the third-party owner/licensor and may be altered or discontinued at any time. Trainer may discontinue and/or merge any or all of the ETSL provided hereunder and replace any discontinued content with alternative or merged content. In the event that Trainer does not replace discontinued content with alternative or merged content as determined in the sole discretion of Trainer.

(b) *Use.* When ETSL is accessed and/or provided electronically, Authorized Users may access/download the licensed ETSL only for their respective individual use. For the avoidance of doubt, no use/distribution is permitted if in Trainer’s sole judgment it could serve as a substitute for a subscription to the content within the ETSL. Except as otherwise noted in this Section 2(b), no content from the ETSL may be downloaded, transmitted, broadcast, transferred, assigned, reproduced or in any other way used or disseminated in any form, to any person not specifically identified herein as an Authorized User, without the explicit written consent of Trainer in each instance. Without limiting the generality of the foregoing, no content from the ETSL may be (i) used in any Education Provider and/or Authorized User intranet, newsletter or other publication, (ii) used in conjunction with any systems or applications that enable data mining, text mining, trend analysis or program or algorithmic trading or that display, retrieve, index or store any content from the ETSL separately from the ETSL as published by Trainer; or (iii) stored in any shared electronic archive or database, and may not be used to compile historical compilation or analysis.

(c) Intellectual Property. Education Provider and Authorized User(s) agree and acknowledge that the ETSL and all parts thereof are the intellectual property of Trainer or its licensors. In particular, but without limitation, the works, publications and databases included in the content of the ETSL are protected by copyright or other applicable laws. Any unauthorized reproduction or other use of content from the ETSL not specifically authorized under Section 2(b) herein will constitute willful infringement of Trainer's copyright and/or other proprietary and intellectual property rights. As determined in Trainer's sole discretion, the damages for infringement of Trainer's copyright and/or other proprietary and intellectual property rights will be the maximum amount allowed as statutory damages under the Copyright Act. The corporate names, logos, trademarks, service marks, devices and any other indicia of identification used by Trainer appearing in any of the ETSL are the sole property of Trainer and may not be used in any way without the prior written consent of Trainer in each instance. Trainer expressly reserves all legal, equitable, contractual or other rights and remedies it may have in connection with such infringement.

3. *Conditions.* You will not train other educators on how to use EBLLI. Except as expressly permitted under this Agreement, you agree that You will not (a) disclose or distribute files, software, curriculum, training materials, detailed activity steps and scripts, word lists, videos, worksheets, sound stories, centers, password-protected resources, or any instructional e-books received during or related to the EBLLI Course (the "Instructional Materials"); or (b) alter, copy, or reproduce any Instructional Materials unless such materials are expressly marked as approved for copying and distribution by Trainer.

4. *Remedies.* If You breach this Agreement, then Trainer may shut-off Your access to ETSL, revoke Your EBLLI certification and/or invoke any or all legal remedies available to Trainer for damages, in law or in equity.

5. *Passwords.* Authorized Users are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the Authorized User. Authorized User is solely responsible for any and all activities that occur under any Authorized User account. You agree to immediately notify Trainer of any known unauthorized use of Your account or any other breach of security known to You. Trainer shall have no liability for any loss or damage arising from Your failure to comply with these requirements.

6. *Security.* Trainer will maintain ETSL with industry standard security precautions, which are intended to prevent unauthorized access to Your Data. You acknowledge that, notwithstanding such security precautions, use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and gain access to ETSL and Your Data. You agree that Trainer and its agents can access Your Data and account information in order to respond to its service requests and/or as necessary, in Trainer's sole discretion, to provide You with the ETSL. EBLLI will not disclose such data except if compelled by law, permitted by You, or pursuant to the terms of Trainer's Privacy Policy, which is available at www.ebllireads.com (the "Privacy Policy") and is incorporated into this Agreement. The terms of this Agreement shall supersede any inconsistent terms in the Privacy Policy. The Privacy Policy governs Trainer's treatment of any information, including personally identifiable information, that you submit to Trainer.

7. *Limitation of Liability.*

Limitation on Direct Damages. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL TRAINER'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY EDUCATION PROVIDER FOR THE SERVICES FOR THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE EVENT THAT DIRECTLY GAVE RISE TO THE DAMAGES CLAIMED, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

Waiver of Consequential Damages and other Damages. IN NO EVENT SHALL TRAINER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Miscellaneous.

a. *Integration.* This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements, and understandings.

b. *Choice of Law.* This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity, and construction, without regard to any conflict of law provisions.

c. *Choice of Forum.* The parties submit to the exclusive jurisdiction and venue of the state or federal courts having jurisdiction over Genesee County, Michigan of any claims or actions arising, directly or indirectly, out of or related to this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will

constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.

d. *Waiver.* Trainer's failure to exercise a right or remedy will not operate as a waiver of any of Trainer's rights or Your obligations under this Agreement.

e. *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

f. *Amendments.* The terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by an authorized representative of both parties.

g. *Assignments.* No assignment of this Agreement or of any right or obligation under this Agreement will be made by either party without the prior consent of the non-assigning party.

h. *Injunctive Relief.* The parties acknowledge that irreparable injury will result from the failure of either party to comply with the terms of this Agreement. In the event of any actual or threatened default or breach of any of the provisions of this Agreement, the aggrieved party will have the right to specific performance or injunctive relief, as well as monetary damage and any other appropriate relief.

i. *Titles.* Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

By clicking the checkbox and typing your name below, You hereby agree to and accept the terms of this Agreement.

Type your name in the field below.