

# GRANT OF USAGE OF CURRICULA AGREEMENT

Terms and Conditions of issued grants:

This Grant of Usage of Curricula Agreement (this "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date"), by and between ERC Development Network LLC, a Texas Limited Liability Corporation with its principal place of business at 900 NE Loop 410, Suite D312, San Antonio, Texas 78209 ("Licensor"), and ("Licensee"). Licensor and Licensee may be referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

**WHEREAS**, Licensor has developed and owns certain educational curricula and related materials as more particularly described in Exhibit A attached hereto (the "Licensed Materials");

**WHEREAS**, Licensee desires to use the Licensed Materials for educational purposes; and

**WHEREAS**, Licensor desires to grant to Licensee certain rights to use the Licensed Materials, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

- 1.1. "**Confidential Information**" means any non-public information that relates to the actual or anticipated business, research, or development of Licensor and any proprietary information, trade secrets, and know-how disclosed by Licensor to Licensee, either directly or indirectly, in writing, orally, or by inspection of tangible objects, including but not limited to the Licensed Materials, regardless of whether such information is designated as "confidential" at the time of disclosure.
- 1.2. "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.
- 1.3. "**Licensed Materials**" means the educational curricula and related materials owned or licensed by Licensor as more particularly described in Exhibit A attached hereto.
- 1.4. "**Term**" has the meaning set forth in Section 7.1.
- 1.5. "**Territory**" means the United States of America.

## 2. GRANT OF RIGHTS

- 2.1. **License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, revocable

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license to use, reproduce, display, perform, and distribute the Licensed Materials solely for educational purposes within the Territory during the Term (the "License").

**2.2.Restrictions.** Except as expressly permitted in this Agreement, Licensee shall not:

- a. modify, translate, adapt, or otherwise create derivative works or improvements of the Licensed Materials;
- b. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source of the Licensed Materials or any part thereof;
- c. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Licensed Materials, including any copy thereof;
- d. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Materials, or any features or functionality of the Licensed Materials, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- e. use the Licensed Materials for purposes of competitive analysis of the Licensed Materials, the development, provision, or use of a competing software product or service, or any other purpose that is to Licensor's detriment or commercial disadvantage; or
- f. use the Licensed Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

**2.3.Reservation of Rights.** Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Licensed Materials.

## 3. DELIVERY AND IMPLEMENTATION

**3.1.Updates and Modifications.** During the Term, Licensor may provide Licensee with any updates, modifications, or new versions of the Licensed Materials that Licensor makes generally available to its licensees at no additional cost.

## 4. INTELLECTUAL PROPERTY RIGHTS

**4.1.Ownership.** Licensee acknowledges that, as between Licensee and Licensor, Licensor owns all right, title, and interest, including all Intellectual Property Rights, in and to the Licensed Materials. Licensee shall not acquire any ownership interest in the Licensed Materials under this Agreement.

**4.2.Feedback.** If Licensee or any of its employees or contractors provides Licensor with any feedback, suggestions, or recommendations regarding the Licensed Materials (collectively, "Feedback"), Licensee hereby grants to Licensor a worldwide, perpetual, irrevocable, royalty-free, fully paid up, non-exclusive, sublicenseable, transferable

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license to reproduce, create derivative works of, distribute, publicly perform, publicly display, make, have made, use, sell, offer for sale, and import the Feedback for any purpose.

- 4.3. **Trademarks.** Licensee shall not use any trade name, trademark, service mark, or logo of Licensor (collectively, "Licensor Marks") in any manner without Licensor's prior written consent. If Licensor grants such consent, all goodwill associated with the use of Licensor Marks shall inure to the benefit of Licensor.

## 5. CONFIDENTIALITY

- 5.1. **Protection of Confidential Information.** Licensee shall protect the confidentiality of the Confidential Information with at least the same degree of care as Licensee uses to protect its own confidential information, but in no event less than a reasonable degree of care.
- 5.2. **Use of Confidential Information.** Licensee shall not use any Confidential Information for any purpose outside the scope of this Agreement, except with Licensor's prior written consent.
- 5.3. **Disclosure of Confidential Information.** Licensee shall limit access to Confidential Information to its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Licensee containing protections no less stringent than those herein.
- 5.4. **Required Disclosures.** If Licensee is required by law to make any disclosure of any Confidential Information, Licensee shall first give written notice of such requirement to Licensor, and shall permit Licensor to intervene in any relevant proceedings to protect its interests in the Confidential Information, unless prohibited by law.
- 5.5. **Return of Materials.** Upon termination of this Agreement, or upon Licensor's request at any other time, Licensee shall deliver to Licensor all copies, whether in written, electronic, or other form or media, of the Confidential Information in Licensee's possession or control, or securely destroy all such copies and certify in writing to Licensor that such Confidential Information has been destroyed.

## 6. REPRESENTATIONS AND WARRANTIES

- 6.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that:
- a. it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
  - b. it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
  - c. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of the Party; and
  - d. when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

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- 6.2.Licensor Representations and Warranties.** Licensor represents and warrants to Licensee that:
- a. it is the sole and exclusive owner of the Licensed Materials and has the right to grant the License hereunder;
  - b. the Licensed Materials do not infringe or misappropriate any third party's Intellectual Property Rights; and
  - c. the Licensed Materials will substantially conform to the specifications set forth in Exhibit A when used in accordance with this Agreement.
- 6.3.Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 6.1 AND 6.2, THE LICENSED MATERIALS ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## 7. TERM AND TERMINATION

- 7.1.Term.** This Agreement shall commence on the Effective Date and continue for a period of 10 years (the "Initial Term"), unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive yearly periods (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal at least 60 days prior to the end of the then-current term.
- 7.2.Termination for Cause.** Either Party may terminate this Agreement for cause, effective upon written notice to the other Party, if the other Party:
- a. materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured for 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or
  - b. (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 7.3.Effect of Termination.** Upon expiration or termination of this Agreement for any reason:

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- a. all rights, licenses, and authorizations granted to Licensee hereunder shall immediately terminate and Licensee shall immediately cease all use of the Licensed Materials;
- b. Licensee shall promptly return to Licensor or, at Licensor's request, destroy all copies of the Licensed Materials in Licensee's possession or control;
- c. Sections 1, 4, 5, 7.3, 8, 9, 10, and 11 shall survive.

### 8. INDEMNIFICATION

- 8.1.Licensor Indemnification.** Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Licensed Materials, or any use of the Licensed Materials in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights, provided that Licensee promptly notifies Licensor in writing of the Third-Party Claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such Third-Party Claim.
- 8.2.Licensee Indemnification.** Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all Losses incurred by Licensor resulting from any Third-Party Claim that arises out of or results from: (a) Licensee's breach of this Agreement; or (b) Licensee's use of the Licensed Materials in a manner that is not authorized by this Agreement, provided that Licensor promptly notifies Licensee in writing of the Third-Party Claim, cooperates with Licensee, and allows Licensee sole authority to control the defense and settlement of such Third-Party Claim.
- 8.3.Mitigation.** If the Licensed Materials are, or in Licensor's opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if Licensee's use of the Licensed Materials is enjoined or threatened to be enjoined, Licensor may, at its option and expense: (a) obtain the right for Licensee to continue to use the Licensed Materials as contemplated by this Agreement; (b) modify or replace the Licensed Materials, in whole or in part, to seek to make the Licensed Materials non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute Licensed Materials under this Agreement; or (c) if Licensor determines that the remedies in clauses (a) and (b) are not commercially reasonable, terminate this Agreement and refund to Licensee any prepaid fees for the remainder of the Term.
- 8.4.Sole Remedy.** THIS SECTION 8 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE LICENSED MATERIALS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

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## 9. FORCE MAJEURE

Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) shortage of adequate power or transportation facilities.

## 11. MISCELLANEOUS

11.1. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

11.2. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 11.2).

If to Licensor:

Address: 900 NE Loop 410, Suite D312  
San Antonio, Texas 78209

Attention: Ray Adam Basaldua

Email: BasalduaRay@yahoo.com

If to Licensee:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

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- 11.3. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 11.4. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 11.5. **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of San Antonio and County of Bexar, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 11.6. **Assignment.** Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 11.6 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

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- 11.7. **Export Regulation.** The Licensed Materials may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Licensed Materials to, or make the Licensed Materials accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Licensed Materials available outside the US.
- 11.8. **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections 2.2, 4, or 5 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- 11.9. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 11.10. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 11.11. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**LICENSOR:**

ERC Development Network LLC

By: Ray Adam Basaldua

Name: Ray Adam Basaldua

Title: CEO

**LICENSEE:**

By: \_\_\_\_\_

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

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

## EXHIBIT A

**LICENSED MATERIALS:**

1. Ethics-Relationships-Cognition (ERC) Framework (as shown and described at <https://ercdevelopmentnetwork.com/>)
2. Code of 3-ERC (as shown and described at <https://ercdevelopmentnetwork.com/>)