

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY (“IP”) LICENSE AGREEMENT (the "**Agreement**") is entered into as of this 1st day of July, 2024 ("**Effective Date**"), by and between Third Future Schools, a Colorado non-profit corporation ("**Licensor**") authorized to conduct business in Louisiana, and Third Future Schools-Louisiana North, Inc., a Louisiana non-profit corporation ("**Licensee**") authorized to operate a public charter school (“Fair Park”) in Caddo Parish, Louisiana. Each of Licensor and Licensee are sometimes referred to hereinafter as a "Party" and collectively, as the "Parties."

RECITALS

Whereas Licensor owns copyrighted educational, curriculum and related materials identified on Schedule A ("**Copyrighted Curriculum Materials**");

Whereas Licensor (or its affiliate or subsidiary) and Licensee have entered into that certain Management Services Agreement ("**Service Agreement**") of even date; and

Whereas Licensee desires the right to use the Copyrighted Curriculum Materials, and all other trademarks, trade dress, and other IP in connection with and for the benefit of certain educational activities performed by the Licensee’s Fair Park school (as defined below).

NOW, THEREFORE, in consideration of the above and the mutual promises herein made, and in consideration of the representations, warranties, covenants, conditions, and agreements herein contained, the Parties hereto agree as follows:

Article 1 DEFINITIONS

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"Copyrighted Curriculum Materials" means the materials identified on Schedule A.

"Fair Park" means the school identified in the Service Agreement.

"Other IP" means trademarks, trade dress, or service marks currently used by Licensor identified on Schedule B.

Article 2 LICENSE GRANT AND RESTRICTIONS

2.1 Copyright License. As of the Effective Date, and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a royalty-free, revocable, non-exclusive, non-transferable limited license (the "**License**") to use the Copyrighted Curriculum Materials, and other IP, in and for the benefit of the Fair Park in connection with its educational and administrative activities. Licensee may use the Copyrighted Curriculum Materials, and other IP, for its educational and administrative activities, and such use shall include the distribution, duplication, and display of the foregoing in or for the benefit of the Fair Park, with such distribution, duplication, and display limited to the campus of Fair Park, and to password-protected areas of Fair Park websites.

2.2 Licensor Ownership. Licensee acknowledges and agrees that:

a. the Copyrighted Curriculum Materials, and other IP, including all right, title, and interest thereto and all goodwill associated therewith, and all applications and registrations thereof, are owned solely by Licensor, and Licensee shall never directly or indirectly contest such ownership or validity thereof;

b. all use of the Copyrighted Curriculum Materials, and other IP, shall inure solely to the benefit of and be on behalf of Licensor;

c. the License granted herein is not intended to be and shall not be construed as an assignment; and, further, that nothing herein confers on Licensee any right, title or interest in the Copyrighted Curriculum Materials, and other IP, other than the limited right to use same in accordance with this Agreement; and

d. Licensor retains the right to use or to license the use of the Copyrighted Curriculum Materials, and other IP, for any reason or to any person.

2.3 License Restrictions. Licensor grants no rights other than those expressly granted herein. Without limitation of the foregoing, Licensee agrees that the License shall be subject to the following:

a. Licensee shall not use any Copyrighted Curriculum Materials, and other IP, in whole or in part, in the creation of any new materials, including but not limited to any new or adapted course or curriculum, without written permission by Licensor.

b. Licensee shall not assign, transfer, sublicense or permit any third party the right to use any of the Copyrighted Curriculum Materials, and other IP, in whole or in part, without Licensor's prior written consent;

c. Licensee shall not apply for a copyright in its own name for any of the Copyrighted Curriculum Materials or any other materials which are similar to or that would dilute or tend to dilute the distinctiveness of the Copyrighted Curriculum Materials and other IP;

d. Licensee shall not use any of the Copyrighted Curriculum Materials and other IP in any manner or commit any other act that would jeopardize or impair Licensor's rights in any of the Copyrighted Curriculum Materials and other IP under Louisiana law, or under federal or state copyright law, including but not limited to using the Copyrighted Curriculum Materials and other IP in a manner that may have the effect of invalidating or compromising the validity of any of Licensor's state or federal registrations, or applications for such registration for, any of the Copyrighted Curriculum Materials or other IP;

e. Licensee shall not use the Copyrighted Curriculum Materials and other IP in a manner that may disparage, or harm the goodwill associated with the Copyrighted Curriculum Materials and other IP, or in any manner which implies or indicates a partnership or other relationship between the Parties other than the Parties' relationship as contemplated under this Agreement or any other written agreement between the Parties;

f. Licensee will use reasonable efforts to use the Copyrighted Curriculum Materials and other IP, in material compliance with Licensor's reasonable copyright guidelines that are made

applicable to all licensees, which may be developed by Licensor and furnished to Licensee from time to time;

g. Licensee shall not contest the fact that its rights under this Agreement are solely those of a non-exclusive licensee;

h. All presentation, delivery, instruction and/or use of the Copyrighted Curriculum Materials and other IP, shall conform to the highest standards of quality, expectation, policy, and performance as defined by Licensor. Licensee agrees and acknowledges it shall be the sole right of Licensor to employ any and all necessary means to protect, preserve and maintain the highest levels of integrity and professionalism in providing the Copyrighted Curriculum Materials and other IP, to the licensee and its audience;

i. Licensee agrees and acknowledges that no waiver of the right to amend, change, alter, delete, add, remove, or replace any and all of the Copyrighted Curriculum Materials and other IP, is made by Licensor to any one person or entity as the result of this Agreement; and

j. Licensee's foregoing acknowledgements, covenants and admissions shall survive the termination or expiration of this Agreement, including but not limited to termination of this Agreement for Licensee's material breach.

2.4 Future Claims.

a. In the event that (i) there is a claim or demand made against Licensor or Licensee with respect to any Copyrighted Curriculum Materials and other IP, or (ii) there is a determination by a court of competent jurisdiction or by another governing authority that the right to use any of the Copyrighted Curriculum Materials and other IP, is unenforceable, or (iii) Licensor reasonably believes that it may be unable to obtain or maintain right to any or all of the Copyrighted Curriculum Materials and other IP, or (iv) Licensor reasonably believes that the use of any or all of the Copyrighted Curriculum Materials and other IP, could subject Licensor or Licensee to a claim for infringement or any other liability, Licensor must notify Licensee in writing that it is terminating or modifying the right to use the relevant Copyrighted Curriculum Materials and other IP. In the event of such notice of termination or modification, Licensee shall be permitted a reasonable period of time from the notice to stop or modify the use of the Copyrighted Curriculum Materials and other IP, in accordance with the notice, but in no event shall such reasonable time be deemed to exceed thirty (30) days from the date of the notice. Licensee shall be solely responsible and liable for any claim, demand, penalty, or damages arising from its continued use of the Copyrighted Curriculum Materials and other IP, after this period of time, and indemnify Licensor, to the extent permitted by or as otherwise limited by applicable law, for any claim, demand, penalty, or damages arising from its continued use of the Copyrighted Curriculum Materials and other IP, as stated in Article 5.

b. Notwithstanding subsection (a) above, if a court or another governing authority enjoins Licensor from using or licensing the Copyrighted Curriculum Materials and other IP, then upon notice from Licensor, Licensee shall immediately cease (no later than thirty [30] days after receiving written notice of such action) using the Copyrighted Curriculum Materials and other IP. Licensee shall be solely responsible and liable for any claim, demand, penalty, or damages arising from its continued use of the Copyrighted Curriculum Materials and other IP, after such notice, and indemnify Licensor for any claim, demand, penalty, or damages arising from its continued use of the Copyrighted Curriculum Materials and other IP, as stated in Article 5.

Article 3

QUALITY CONTROL

3.1 Quality Control. In addition to any and all provisions of Article 2, and in order to maintain the quality of the educational activities and goodwill associated with the Copyrighted Curriculum Materials and other IP, Licensee agrees to the following provisions.

a. Licensee shall comply in all material respects with all applicable laws relating to the implementation, performance, production, promotion, or distribution of any products or services related to its educational activities;

b. If Licensor determines that Licensee has failed to comply with any of the above provisions, Licensor may notify and require Licensee to undertake the appropriate corrective action that is reasonably necessary to comply with the above provisions. Should Licensee fail or be unable to take such corrective action with respect to a failure to comply with Sections 3.1(a) or 3.1(b) within the thirty (30) day period specified in Article 6, subject to the other provisions thereof, then Licensor may terminate this Agreement as stated in Article 6. Licensee shall use reasonable efforts to take corrective action in a prompt matter.

3.2 Copyright Enforcement and Prosecution.

a. If Licensee learns of any third party copyrighted materials which are likely to cause confusion with or to dilute any of the Copyrighted Curriculum Materials and other IP, Licensee shall immediately notify Licensor in writing with all relevant information and details. Licensee's failure to comply with this section, provided the failure is not intentional, shall not constitute grounds for termination of this Agreement.

b. Licensor shall have the right in its sole discretion to decide what, if any, action to take and whether to institute and prosecute any actions or proceedings with respect to the Copyrighted Curriculum Materials and other IP, or any third-party usage of the materials and other IP, described in this Section 3.2(a) above.

c. If Licensor elects to institute an action or proceeding described above, it may do so in its own name alone or may elect to join Licensee as a party of interest. In the event that Licensor elects to join Licensee as a party, Licensee shall not object to such joinder and shall cooperate with Licensor's reasonable demands necessary to protect Licensor's intellectual property. Furthermore, Licensor shall pay any and all costs incurred by Licensee (including, without limitation, Licensee's attorney's fees, and court costs) in connection with such action or proceeding.

d. Any litigation shall be prosecuted solely at the cost and expense of the party initiating same, and all sums recovered, whether by settlement, judgment or otherwise in excess of the amount of reasonable attorney fees and other out-of-pocket expenses, shall be awarded to the party initiating the action in accordance with the above, unless a joint action is pursued in which case the parties shall divide any award based upon the respective costs incurred by the parties.

e. Upon request of the party initiating the litigation, and at its expense, the other party shall furnish all documents and information, execute all papers, testify on all matters, and otherwise cooperate in prosecuting the litigation.

Article 4
DISCLAIMER; LIMITATION ON LIABILITY

4.1 Disclaimer. THE COPYRIGHTED CURRICULUM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE COPYRIGHTED CURRICULUM MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Limitations On Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT OR INDIRECT LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Article 5
INDEMNIFICATION

5.1 Indemnification by Licensor. Licensor shall, to the extent permitted by law, indemnify, defend, and hold Licensee harmless from any losses, damages, liabilities, settlements, attorney's fees, or costs that may or does arise as a result of any actions, causes of action, demands, claims or proceedings arising from a breach of Licensor's representations in this Agreement, including without limitation its representation that it is the sole owner of Copyrighted Curriculum Materials and other IP, all goodwill associated therewith, and all applications and registrations thereof.

5.2 Indemnification by Licensee. Licensee shall, to the extent permitted by law, indemnify (to the extent permitted by or as otherwise limited by applicable law), defend, and hold Licensor harmless from any losses, damages, liabilities, settlements, attorney's fees, or costs that may or does arise as a result of any actions, causes of action, demands, claims or proceedings arising from or related to its continued use of the Copyrighted Curriculum Materials and other IP, provided that Licensor gives Licensee: (a) prompt written notice of any such actions, claims or proceedings; (b) sole control, subject to Section 5.3 below, of any such actions, claims or proceedings, provided that Licensee agrees and acknowledges that the action, claim or proceeding is fully covered by Licensee's indemnification obligations herein; and (c) information in the possession of Licensor that is reasonably required for the defense of such actions, claims or proceedings.

5.3 Other Licensee Obligations. Licensee shall promptly (within 48 hours) notify Licensor of any actions, claims, or proceedings of which it becomes aware that relate to the Copyrighted Curriculum Materials and other IP. Licensee shall not propose an offer of settlement, propose any settlement terms, settle any action, claim or proceeding relating to the Copyrighted Curriculum Materials and other IP, including those for which Licensee must indemnify Licensor pursuant to Section 5.1, without obtaining Licensor's prior written consent.

5.4 Licensor Participation. Licensor shall have the right to directly participate in any actions, claims or proceedings arising under this Article 5. If Licensor directly participates in an action, claim or proceeding it shall bear its own attorney's fees and costs.

Article 6
TERM

6.1 Term. This Agreement shall become effective upon the Effective Date and shall be in effect as long as the Service Agreement is in effect, as may be extended (as provided therein), and, subject to the termination provisions set forth in this Agreement.

6.2 Termination for Breach. Licensor may terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor herein with respect to any Copyrighted Curriculum Materials and other IP, (i) at any time in the event of a material breach by Licensee of such license or (ii) upon a violation of a term or restriction applicable to such license or the Copyrighted Curriculum Materials and other IP, which remains uncured after thirty (30) calendar days written notice from Licensor or such longer period as is provided in Section 3.1(c).

Article 7
GENERAL PROVISIONS

7.1 Governing Law. This Agreement and any dispute arising from the performance or breach hereof or thereof shall be governed by, and construed and enforced in accordance with, the laws of the State of Louisiana, without reference to conflicts of laws.

7.2 Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile, by email communication (provided that such email communication is followed up by notice given by United States Mail sent within one (1) business day thereafter) or by commercial overnight courier service with tracking capabilities, costs prepaid, in each case to the address specified in the spaces below the Parties' respective signatures on this Agreement or such other address as the receiving Party may request. Any notice required or permitted hereunder will be deemed to have been effectively given: (i) immediately upon personal delivery to the Parties to be notified as shown on the return receipt and/or facsimile or email confirmation (subject to the stipulation discussed in this Section 7.2), (ii) one (1) day after deposit with a commercial overnight courier service with tracking capabilities, or (iii) three (3) days after deposit with the United States Postal Service, by registered or certified mail, postage prepaid.

Licensor:

Third Future Schools
Dana Henry, Esq.
Schulman, Lopez, Hoffer & Adelstein, LLP
1 Galleria Blvd., Suite 1900
Metairie, LA 70001

Licensee:

Third Future Schools-Louisiana North, Inc.
Melissa Grand, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
450 Laurel Street, 21st Floor
Baton Rouge, LA 70801

The person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given shall be deemed given upon receipt.

7.3 Dispute Resolution and Jurisdiction. In the event of a controversy or claim arising out of or relating to this Agreement, or the breach, validity, or termination of this Agreement, the parties shall first negotiate in good faith for a period of thirty days to try to resolve the controversy or claim. If the controversy or claim is unresolved after these negotiations, the parties shall then make good-faith efforts for thirty days to mediate the controversy or claim in mutually agreed-upon location, before a neutral licensed attorney/mediator selected by Licensor. If the controversy or claim is unresolved after mediation,

any controversy arising out of or relating to this Agreement or to breach, termination, or validity of this Agreement, may be adjudicated only in a Louisiana court, state or federal, having jurisdiction over the subject matter. Both parties consent to the jurisdiction and venue of such a court.

7.4 Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, then in lieu of each such invalid, illegal or enforceable provision there shall be added automatically as a part of this Agreement a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction.

7.5 Modification; Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing signed by all Parties hereto. No provision of this Agreement shall be varied, contradicted, or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by all Parties.

7.6 Counterparts; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be transmitted to the Parties by facsimile or other electronic means, the Parties may sign and return their respective signatures by facsimile or other electronic means, and such signatures transmitted by facsimile or electronically will be presumed valid, binding, and of the same force and effect as an original signature to this Agreement. No provision of this Agreement is intended to confer upon any person or entity other than the Parties hereto any rights or remedies hereunder.

7.7 Assignment. This Agreement shall not be assigned or transferred by Licensee to any third party, whether by operation of law or otherwise, without the prior written consent of Licensor. This Agreement shall be binding upon and inure to the benefit of the parties, and, to the extent permitted herein, their successors and assigns. Nothing herein shall be construed to limit the right of Licensor to transfer or assign the Copyrighted Curriculum Materials and other IP, or this Agreement, provided that the transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement.

7.8 No Implied Waivers; Rights Cumulative. No failure on the part of any Party to exercise and no delay in exercising any right under this Agreement or provided by statute or at law or in equity or otherwise, shall impair, prejudice, or constitute a waiver of any such right, nor shall any partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

7.9 Independent Parties. Nothing contained in this Agreement is intended implicitly, or is to be construed, to constitute the Parties as partners or create a joint venture in the legal sense. No Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of any other Party or to bind any other Party to any contract, agreement or undertaking with any third party.

7.10 Entire Agreement. This Agreement embodies the entire understanding between the Parties with respect to the Copyrighted Curriculum Materials and other IP, and supersedes all previous communications, representations, or understandings with respect thereto, either oral or written.

7.11 Authority. To the extent that this Agreement is executed by a Party or Parties on behalf of an individual, corporation, governmental entity, trust, estate or other legal entity, such party or parties executing this Agreement represent that they have authority to act on behalf of the entities or

individuals for which they purport to act and to bind those entities or individuals to the terms and conditions of this Agreement. Furthermore, as each Party is a legal entity, each Party acknowledges, represents, warrants, and confirms that it has full and complete authorization and power to execute this Agreement in the capacity herein stated, and this Agreement is a valid, binding, and enforceable obligation and does not violate any law, rule, regulation, contract, or agreement enforceable against it.

7.12 Governmental Immunity. Except where otherwise expressly provided, the Parties hereto mutually represent and agree that the obligations, duties, and benefits expressed herein and intended solely for the benefit of the Parties hereto and that no third-party beneficiaries or *stipulation pour autri* is intended or established.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

LICENSOR

Third Future Schools
a Colorado non-profit corporation

By: _____
Name: Zach Craddock
Title: Superintendent

LICENSEE:

Third Future Schools-Louisiana North, Inc.
a Louisiana non-profit corporation

By: _____
Name:
Title:

SCHEDULE A
COPYRIGHTED CURRICULUM MATERIALS

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SCHEDULE B
EXAMPLES OF OTHER MARKS IN USE OR COPYRIGHTED

