

# Transition Curriculum Inc.

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Your remedy for a breach of this Agreement or any warranty included in this Agreement is the correction or replacement of the Online Curriculum. Selection of whether to correct or replace shall be solely at the discretion of Transition Curriculum. Transition Curriculum reserves the right to substitute a functionally equivalent copy of the Online Curriculum as a replacement. If Transition Curriculum is unable to provide a replacement or substitute Online Curriculum or corrections to the Online Curriculum, your sole alternate remedy shall be a prorated refund of the licensing fee described on the executed Order Form.

All limited warranties on the Online Curriculum are granted only to you and are non-transferable. You agree to indemnify and hold Transition Curriculum harmless for all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts of omission.

### **Governing Law, Jurisdiction, and Costs**

This Agreement is governed by the laws of Illinois and venue shall only be appropriate in Knox County, Illinois.

### **Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

### **Termination**

Failure to comply with the terms and conditions of this License Agreement shall constitute a material breach thereof. In the event Transition Curriculum believes you have breached this License Agreement, in whole or in part, it may, in its sole discretion, either terminate the License Agreement or suspend your rights under this License Agreement until additional information as to the purported breach can be obtained. In the event of a termination or suspension, your rights under this License Agreement shall immediately cease.

### **Attorney Fees**

In the event Transition Curriculum initiates any action or proceeding to enforce its rights under this Agreement, it shall be entitled to recover from you all costs and fees, including reasonable attorney fees, related to the enforcement of its rights.

## **Survivability**

This Agreement shall extend to and be binding upon the successors and assigns of the respective parties hereto.

## **Non-Wavier**

The failure of Transition Curriculum, Inc. to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of the Agreement shall be effective for any purpose whatsoever unless such waiver is in writing and signed by both parties.

## **Student Data**

By sharing Student Data or other information to NextUp, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to NextUp a non-exclusive, royalty-free, worldwide license during the term of the Agreement to use, transmit, distribute, modify, reproduce, display, and store the Student Data solely for the purposes of (i) providing the Services as contemplated by the Agreement, and as otherwise described herein, (ii) maintaining, supporting, evaluating, improving and developing our products, applications, and Service, and (iii) enforcing our rights under the Agreement.

Student records obtained by NextUp from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to NextUp.

## **Return of Student/School Records:**

NextUp users may retain possession and control of their own generated content by contacting our operational staff using the following email address; NextUp@TransitionCurriculum.com

## **Eligibility for Our Service**

If you are entering into this Agreement on behalf of a company or other legal entity (including if you are School Personnel entering on behalf of our school), you represent that you have the **authority** to bind such entity to these terms and conditions, in which case the terms "you", "your" or "User" shall refer to such an entity. **If you do not have such authority**, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

## **Rights to Access and Use for Educational Purposes**

Subject to Your compliance with these Terms, NextUp hereby grants You the right to access and use the Website and the Services we offer to the school through the Website. These rights are strictly limited to the educational, and non-commercial use of the Website and Services in connection with the weekly emotional well- being assessment and other features if You are a student, or the monitoring of an associated student's status, student engagement, or data district trends, if You are a parent, teacher or administrator.

## **Modification**

This Agreement can only be modified or amended by written agreement signed by both parties.