

DISTRICT LICENSE AND SERVICES AGREEMENT

This License and Services Agreement ("**Agreement**") is entered into on _____, 2018 ("**Effective Date**"), between Human Rights Campaign Foundation, Inc. with an address located at 1640 Rhode Island Avenue, NW, Washington DC 20036 ("**HRCF**"), and The School Board of Broward County, Florida, with an address located at 600 S.E. 3rd Ave, Fort Lauderdale, FL 33301 ("**Customer**"). HRCF and Customer are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, HRCF wishes to provide to Customer the HRCF Assets (defined in Section 1) and Services (defined in Section 1), and Customer wishes to accept the same, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Certain Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms will have the following meanings when used in this Agreement:

- (a) "**Accredited Educational Institution**" has the meaning set forth in 32 C.F.R. § 67.3.
- (b) "**Classroom Materials**" means the Welcoming Schools™ training materials designed for Student instruction (including any subsequent versions, updates or upgrades thereto).
- (c) "**Educational Materials**" means the Classroom Materials and Training Materials.
- (d) "**Educators**" means educators employed by Accredited Educational Institutions that have successfully completed and are up to date with the training criteria for Educators set forth in **Exhibit A**.
- (e) "**HRCF Assets**" means the Classroom Materials, Training Materials, Portal and HRCF Works.
- (f) "**HRCF Works**" means any works of authorship, trade secrets or other intellectual property developed by or on behalf of HRCF in connection with customizing the Educational Materials or Portal for Customer.
- (g) "**Portal**" means the web-based portal that HRCF makes available to Customer Facilitators (as defined in Section 2(b) below) in connection with the Services that includes electronically stored versions of the Educational Materials.
- (h) "**Services**" means the training services set forth in **Exhibit A** and Section 3 to be provided to Educators by or on behalf of HRCF.
- (i) "**Students**" means early childhood and elementary level students of Accredited Educational Institutions.
- (j) "**Territory**" means the geographic territory set forth in **Exhibit A**.
- (k) "**Training Materials**" means the Welcoming Schools™ training materials designed for Educator instruction (including any subsequent versions, updates or upgrades thereto).

2. **Proprietary Rights.**

(a) **License from HRCF.** Subject to the terms and conditions set forth in this Agreement, HRCF hereby grants to Customer during the Term (defined in Section 6(a)) a non-exclusive, non-transferable (except under Section 9(h)) and non-sublicensable license within the Territory to:

(i) use the Educational Materials, and to allow Educators and Students to use the same as further described below in this Section 2(a), solely for Customer's educational purposes and solely as necessary to exercise the rights set forth below in this Section 2(a);

(ii) distribute Training Materials or Classroom Materials that are provided directly to Customer and not to

Educators (I) to each Educator solely as necessary to enable each Educator to receive the Services; or (II) to each Educator and each Student solely as necessary to enable such Educators to educate such Students regarding matters of LGBTQ families, gender identity or other diversity issues.

(iii) display the Educational Materials described in Sections 2(a)(i) and (ii) solely as necessary to educate Students regarding matters of LGBTQ families, gender identity or other diversity issues;

(iv) allow Customer Facilitators to access and use the Portal solely to view, download and print hard copies of the Classroom Materials as necessary to exercise the preceding rights granted in this Section 2(a) and solely in accordance with any terms and conditions governing access and use of the Portal ("**Portal Terms**"). See **Exhibit E**.

(v) use and exploit any HRCF Works as incorporated into the Educational Materials or Portal, as applicable, solely to the extent necessary to exercise the rights granted in this Section 2(a).

(b) **Customer Facilitators.** Subject to approval of an application to HRCF and completion of the required training, Customer and HRCF may mutually agree to appoint certain Educators as Customer-level training facilitators ("**Customer Facilitators**"). Customer Facilitators may receive specialized training from HRCF and may use and exploit the Educational Materials to provide the Services directly to other Educators within the Territory. Customer Facilitators must comply with the requirements set forth in **Exhibit B** hereto at all times during the Term, and HRCF reserves the right to revoke an Educator's position as a Customer Facilitator at any time in its sole discretion.

(c) **Co-Branded Materials.** To the extent that any HRCF Works are produced by HRCF for Customer on a customized basis and include any trademarks, logos or other indicators of origin ("**Trademarks**") of either Party, each Party hereby grants the other Party a non-exclusive, non-transferable (except under Section 9(h)) and non-sublicensable license within the Territory to reproduce, distribute, use and otherwise exploit such Trademarks solely as such Trademarks appear within the customized HRCF Works.

(d) **Restrictions.** Customer will not, and will not allow any third party (including, without limitation, any Educator, Student or Customer Facilitator) to: (i) except as expressly permitted in Section 2(a), use, copy, reproduce or distribute any portion of the HRCF Assets; (ii) modify, alter, adapt, create derivative works of or publicly display or perform any portion of the HRCF Assets; (iii) lend, lease, offer for sale or sell any portion of the HRCF Assets to any third party; (iv) remove, alter or obscure in any way any Trademarks, copyright notices or other proprietary rights notices of HRCF or its suppliers on or within any portion of the HRCF Assets; and (v) use any portion of the HRCF Assets in any way that violates any third party rights or any laws, rules or regulations. Customer is solely responsible for ensuring that Educators, Students and Customer Facilitators comply with the terms set forth in this Agreement, and any breach of this Agreement by an Educator, Student or Customer Facilitator will be deemed a breach by Customer.

(e) **Ownership.** As between HRCF and Customer, HRCF solely owns the HRCF Assets, subject to the limited licenses granted in Section 2(a). HRCF hereby reserves all rights that are not expressly granted to Customer in this Agreement. HRCF does not grant any implied licenses in this Agreement under any theory.

(f) **Feedback.** From time-to-time, Customer may make available (or cause to be made available) to HRCF, input, ideas, analysis, suggestions or comments about any aspect of the HRCF Assets or the Services, including, without limitation, in connection with Customer's obligations under Section 3(b)(iv) (collectively, "**Feedback**"). Customer hereby grants to HRCF a perpetual, irrevocable, transferable, sublicensable, royalty-free and worldwide right to use and exploit Feedback without restriction, credit, payment to Customer or any other limitation whatsoever.

3. **Services.**

(a) **General.** HRCF will perform the Services substantially in accordance with any specifications set forth in **Exhibit A**, and the Services will be deemed accepted upon Customer's receipt of written notice from HRCF of such performance. Each Party's contact person in connection with the Services and this Agreement is listed in **Exhibit A**.

(b) **Cooperation.** Customer will reasonably cooperate with HRCF in the provision of the Services. This cooperation will include, without limitation: (i) performing any tasks reasonably necessary for HRCF to provide the Services according to any schedule set forth in **Exhibit A**; (ii) delivering any materials or fulfilling any obligations described in **Exhibit A** in a timely manner; (iii) responding to HRCF's reasonable requests for information related to the Services in a timely manner; (iv) performing the obligations set forth in **Exhibit A** to help HRCF ensure the

continued quality of the Services; and (v) obtaining the signature of each Educator that receives Services under this Agreement to the waiver form set forth in Exhibit C hereto, if the Educator wishes their likeness to be used. For clarity, HRCF will not be liable for any delays in completing any task set forth in Exhibit A that results in whole or in part from Customer's failure to comply with this Section. Customer acknowledges that it is responsible for the performance under this Agreement and satisfaction of the training criteria set forth on Exhibit A by its Educators, and any breach by an Educator will be deemed to be a breach by Customer.

4. **Fees.**

(a) **General.** Customer will pay HRCF the fees set forth in Exhibit A ("**Fees**"). All Fees will be due and payable within the timeframes set forth in Exhibit A. Fee payments will accrue interest at the rate of one-and-one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

(b) **Taxes.** Intentionally omitted.

5. **Confidential Information.**

(a) **Definition.** "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") that is considered a trade secret pursuant to Sections 119.071(1)(f) and 812.081(1)(c), Florida Statutes and marked in writing as "confidential" or by a similar designation or as otherwise indicated below. Any HRCF Assets that consist of non-public samples or prototypes shall be HRCF's Confidential Information. Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; (iv) was independently developed by the Receiving Party, or (v), or is considered a public record pursuant to Chapter 119, Florida Statutes. HRCF asserts that its proprietary training materials and any information contained in HRCF's portal are trade secrets and proprietary.

(b) **Protection of Confidential Information.** The Receiving Party will use at least reasonable efforts to protect the Disclosing Party's Confidential Information from unauthorized access, use or disclosure. The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations or exercise its rights under this Agreement. Except as expressly permitted in this Agreement, the Receiving Party will limit access to the Disclosing Party's Confidential Information to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5. Neither party will disclose the terms of this Agreement to any third party (other than legal counsel or accountants or those of any of its affiliates) without the other Party's prior written consent.

(c) **Compelled Disclosure.** The Receiving Party may disclose the Disclosing Party's Confidential Information if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. **Disclosure of Customer Information.** Customer shall provide names of its employees enrolling in HRCF's training program. Customer shall not disclose information from student education records pursuant to this agreement.

7. **Term; Termination.**

(a) **Term.** This Agreement will commence on the Effective Date of execution by both parties and run until the technical and expert trainer support is delivered as described in Exhibit A.

(b) **Termination of Agreement.** Either Party may terminate this Agreement if the other Party breaches this Agreement and fails to cure within thirty (30) days after receiving written notice describing the breach. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to HRCF of its desire to terminate this Agreement. SBBC shall be entitled to a pro rata refund of pre-paid amounts for any services scheduled to be delivered immediately after such termination or any out-of-pocket costs incurred by HRCF in preparation for delivering services under this Agreement.

(c) **Termination of Access to Portal.** HRCF may terminate any Customer Facilitator's access to the Portal at any time in HRCF's sole discretion.

(d) **Effects of Termination.** Upon expiration or termination of this Agreement: (i) the licenses granted in Section 2(a) will automatically terminate and all outstanding Fees owed will become immediately due and payable; (ii) with the exception of any Educational Materials retained in hard copy by Customer, each Party must return to the other all tangible embodiments of the other Party's Confidential Information within its possession or control, and certify the same has been completed upon written request by the other Party; (iii) Customer's and its Customer Facilitators' access to the Portal will terminate; and (iv) All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement including, but not limited to 1, 2(c), 2(d), 2(e), 2(f), 3(b), 4, 5, 6(d), 7, 8, 9, 11, 12, 15, 19, 20, 21, 22, 24 and all defined terms used in those Sections will survive.

(e) **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to this Section 6.

8. **Representations and Warranties.**

(a) Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to perform all of its obligations in this Agreement; (ii) the person signing this Agreement on its behalf has the authority to do so; and (iii) this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms to the fullest extent permitted under applicable law. Additionally, HRCF warrants that it will provide the Services in a professional manner consistent with general industry standards and that the Services will perform in accordance with the Documentation and that HRCF shall correct any product non-conformance, defect or software error or bug during the term of this Agreement at no additional charge to Customer in accordance with this Agreement.

(b) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER SECTION 7(a) AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HRCF MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE, HRCF ASSETS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HRCF HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

(c) **Limitations on Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (i) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES THAT CUSTOMER HAS PAID TO HRCF DURING THE TERM; AND (ii) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. NOTWITHSTANDING THE FOREGOING IN THIS SECTION 7(c) AND FOR CLARITY, THIS SECTION 7(c) DOES NOT APPLY TO ANY INFRINGEMENT OR MISAPPROPRIATION OF HRCF'S INTELLECTUAL PROPERTY RIGHTS, DAMAGES ARISING FROM HRCF'S BREACH OF SECTION 11 (BACKGROUND SCREENING) OR SECTION 12 (PUBLIC RECORDS).

9. Indemnification.

(a) **HRCF Intellectual Property.** If a third party asserts a claim (each, a "**Third Party Claim**") against Customer or any of its officers or employees (each, a "**Customer Released Party**") alleging that any portion of the HRCF Assets infringe such third party's intellectual property rights (each, an "**Infringement Claim**"), then HRCF will defend the Customer Released Party from the Infringement Claim and hold such party harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim. In the event of an Infringement Claim, HRCF, at its sole option and expense, may: (i) procure for Customer the right to continue using the infringing part of the HRCF Assets; (ii) modify the infringing part of the HRCF Assets; (iii) replace the infringing part of the HRCF Assets; or (iv) if the preceding options are not commercially practicable, then terminate this Agreement and repay to Customer a pro-rata portion of the Fees. Notwithstanding the preceding sentences of this Section 8(a), HRCF will have no liability for an Infringement Claim if the actual or alleged infringement relates solely to: (A) any breach of this Agreement by Customer or any Educator; (B) any modification, alteration or addition made to any portion of the HRCF Assets by Customer or any Educator; (C) any failure by Customer or any Educator to use any subsequent versions or upgrades of any portion of the HRCF Assets made available by HRCF; or (D) any settlements entered into by Customer or costs incurred by Customer for the Infringement Claim that are not pre-approved by HRCF in writing. This Section 8(a) states HRCF's entire liability, and the Customer Released Party's sole remedy, with respect to Infringement Claims.

(b) **HRCF.** To the fullest extent permitted by applicable law, if any Third Party Claim is asserted against Customer or any of its board members, officers, directors, employees (each, an "**Customer Released Party**") arising from or in connection with any act or omission of HRCF or an employee (but excluding any Infringement Claim) (each, a "**Covered Claim**"), then HRCF will defend the Customer Released Party from the Covered Claim and hold such Customer Released Party harmless from any damages finally awarded or settlements entered into with respect to the Covered Claim. This Section 8(b) states HRCF's entire liability, and the Customer Released Party's sole remedy, with respect to Covered Claims. Notwithstanding the preceding sentences of this Section 8(b), HRCF will have no liability for a Covered Claim if the actual or alleged Covered Claim or any settlements entered into by Customer or costs incurred by Customer for the Covered Claim are not pre-approved by HRCF in writing. Such approval shall not be unreasonably withheld.

(c) **Customer.** To the fullest extent permitted by applicable law, if any Third Party Claim is asserted against HRCF or any of its officers, directors, employees (each, an "**HRCF Released Party**") arising from or in connection with any act or omission of Customer or an employee (but excluding any Infringement Claim) (each, a "**Covered Claim**"), then Customer will, up to the limits referenced in Section 768.28, Florida Statutes, defend the HRCF Released Party from the Covered Claim and hold such HRCF Released Party harmless from any damages finally awarded or settlements entered into with respect to the Covered Claim. This Section 8(c) states Customer's entire liability, and the HRCF Released Party's sole remedy, with respect to Covered Claims. Notwithstanding the preceding sentences of this Section 8(c), Customer will have no liability for a Covered Claim if the actual or alleged Covered Claim or any settlements entered into by HRCF or costs incurred by HRCF for the Covered Claim are not pre-approved by Customer in writing. Such approval shall not be unreasonably withheld.

(d) **Procedures.** The Party seeking indemnity under this Section 8 ("**Indemnified Party**") will use commercially reasonable efforts to provide the other Party ("**Indemnifying Party**") with prompt written notice of any claim for which the Indemnified Party seeks an indemnity. The Indemnified Party reasonably will cooperate in the defense of any such claim, at the Indemnifying Party's sole expense. The Indemnifying Party may not settle any claim against the Indemnified Party without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a claim through counsel of its own choice at its own expense; provided, however, that if the Indemnifying Party is unwilling or unable to defend the Indemnified Party's interests, then the Indemnified Party may assume the defense against any claim at the Indemnifying Party's sole expense.

10. Insurance Requirements.

HRCF shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Technical Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(d) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit HRCFtime to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(e) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured;
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(f) Cancellation of Insurance. HRCF is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

11. Miscellaneous.

(a) Non-Solicitation. To the extent not prohibited by law, during the Term and for one (1) year thereafter, each Party will not, directly or indirectly, solicit, employ or contract with any of the other Party's employees or contractors with whom it comes into contact under this Agreement; provided, however, that this Section will not be construed to prohibit either Party from making general solicitations aimed at the public at large that do not specifically target the other Party's employees or contractors.

(b) Injunctive Relief. Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to HRCF, and HRCF may seek injunctive relief in addition to all legal remedies.

(c) Independent Contractors. Each Party will perform its obligations under this Agreement as an independent contractor and will be solely responsible for its own financial obligations. Nothing contained in this Agreement will be construed to imply a joint venture, fiduciary or principal or agent relationship between the Parties and neither Party will have any right, power or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations under this Agreement. As between the Parties, Customer is solely responsible for the payment of any compensation, insurance, benefits and taxes with respect to Educators.

(d) Entire Agreement; Order of Precedence; Modifications; Waivers. This Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject of this Agreement, and supersedes all prior or contemporaneous understandings or agreements. If there is any conflict between the terms of this Agreement and: (i) Exhibit A; or (ii) the Portal Terms, then, in each case, this Agreement will control solely to the extent of the conflict. This Agreement may be modified or amended only by a writing signed by both Parties. All waivers made under this Agreement must be made in writing by the Party making the waiver.

(e) Interpretation. Unless expressly stated otherwise in this Agreement: (i) any term defined in the singular includes the plural when required by the applicable context; (ii) all references in this Agreement to "Sections" or "Exhibits" are intended to refer to Sections or Exhibits to this Agreement; (iii) the headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement and will not be referred to in

order to interpret or construe this Agreement; and (iv) "or" is used in the inclusive sense of "and/or."

(f) **Dispute Resolution.** This Agreement will be construed and governed by the laws of Florida, without regard to its conflicts of laws principles. If there is any dispute between the Parties arising out of or in any way related to this Agreement (each, a "**Dispute**"), then authorized representatives of each Party will negotiate in good faith to resolve the Dispute. If such representatives cannot resolve the Dispute after no less than thirty (30) days of good faith negotiations, then either Party may refer the Dispute to non-binding mediation ("**Mediation**") before a mediator agreed to by both parties, with each Party paying its own attorneys' fees for the Mediation but equally splitting all other costs for the Mediation; provided, however, that the non-referring Party may decline to participate in Mediation, and either Party may choose at any time to withdraw from Mediation for any or no reason.

(g) **Severability.** If any provision of this Agreement is held to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect.

(h) **Assignment.** This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. Neither Party may assign this Agreement or any rights under this Agreement without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under this Agreement with adequate notice and without prior written consent to (i) a successor in connection with a merger, acquisition or sale of all or substantially all of its assets or the business to which this Agreement relates; or (ii) with respect to a Party, any entity that controls, is controlled by or is under common control with such Party, where "control" means ownership of more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of directors or other managing authority of such Party. Any attempt to assign this Agreement other than as permitted above will be void.

(i) **Notices.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Michaëlle Valbrun-Pope Lauderdale Manors Early Learning & Resource Center 1400 NW 14 Court Fort Lauderdale, FL 33311
To Insert Name:	General Counsel Human Rights Campaign Foundation 1640 Rhode Island Ave NW Washington, DC 20036

(j) **Research and Evaluation.** HRCF shall submit and obtain written approval for any pre and post surveys to assess school climate or any other research or evaluation requests from the Customer's Program Evaluation Department's Institutional Review ("IRB") Board.

12. **Counterparts.** The Parties do not need to sign the same signature page to this Agreement. Each signature will be deemed an original, and separately signed signature pages together will constitute one agreement.

13. **Inspection of HRCF's Records by SBBC.** HRCF shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All HRCF's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the

applicable business records of HRCF directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

- (a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to HRCF's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to HRCF pursuant to this Agreement.
- (b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide HRCF reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.
- (c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to HRCF's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.
- (d) **Failure to Permit Inspection.** Failure by HRCF to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any HRCF's claims for payment.
- (e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by HRCF in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by HRCF. If the audit discloses billings or charges to which HRCF is not contractually entitled, HRCF shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.
- (f) **Inspection of Subcontractor's Records.** If applicable, HRCF shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by HRCF to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to HRCF pursuant to this Agreement and such excluded costs shall become the liability of HRCF.
- (g) **Inspector General Audits.** HRCF shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

14. **Background Screening.** If applicable, HRCF agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of HRCF or its personnel providing any services under the conditions described in the previous sentence. The parties agree that the failure of HRCF to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. HRCF agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from HRCF's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

15. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for

retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

16. **Incorporation by Reference.** Exhibits A, B, C, and D attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

17. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

18. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

19. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

20. **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

21. **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

22. **Education Records.** This Agreement does not involve SBBC providing any education records to HRCF.

23. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

24. **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

25. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

26. **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

28. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

29. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

30. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

31. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

32. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

33. **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

34. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

HUMAN RIGHTS CAMPAIGN
FOUNDATION, INC

Signature: [Handwritten Signature]
Printed Name: NICKIE GREENWOLD-HOSKINS
Title: S.V.P. AND GENERAL COUNSEL



District of Columbia: SS
Subscribed and sworn to before me, in my presence
this 16 day of April, 2018 Page 10 of 21

[Handwritten Signature]
Shveta Mukherjee, Notary Public, D.C.
My commission expires December 14, 2019

[Handwritten Signature]
SHVETA MUKHERJEE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires December 14, 2019

FOR SBBC:

(Corporate Seal)

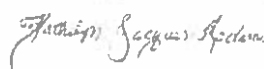
**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

ATTEST:

By _____
Nora Rupert, Chair

By _____
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Human Rights Campaign
Foundation, Inc.
Date: 2018.04.16 16:06:29 -04'00'

Office of the General Counsel

EXHIBIT A

All capitalized terms used but not otherwise defined in this Exhibit A will have the meanings ascribed to them in the body of the Agreement.

Customer:								
Points of Contact:	Name: Johanna Eager, Director, Welcoming Schools Address: 1640 Rhode Island Ave. NW. Washington, DC. 20036 Phone Number: 202.572.8982 Email Address: Johanna.Eager@hrc.org	Name: Dominic Grasso Address: 600 SE 3 rd Ave. Ft. Lauderdale. FL 33301 Phone Number: 754.321.1632 Email Address: domni ic.grasso@browardschools.com						
Territory:	Broward County Schools							
Services:	<table border="1"> <thead> <tr> <th>Date</th> <th>Activities</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td>June 11 - 14, 2018</td> <td>Dade, Broward, Palm Beach joint district-wide facilitatory training</td> <td></td> </tr> </tbody> </table>	Date	Activities	Notes	June 11 - 14, 2018	Dade, Broward, Palm Beach joint district-wide facilitatory training		<p>Welcoming Schools will provide a 4-day District-Wide Facilitator Training to a designated cohort of facilitators focused on how to facilitate Welcoming Schools training modules to elementary school staff. Our professional development modules address the following topics: Embracing Family Diversity, Creating LGBTQ and Gender-Inclusive Schools, Preventing Bias Based Bullying and Supporting Transgender and Non-Binary Students.</p> <p>The Customer's district-wide facilitators will receive technical and expert trainer support to help ensure fidelity and sustainability of the program and will have access to up to date professional development modules, lesson plans and resources until June 30, 2018.</p>
Date	Activities	Notes						
June 11 - 14, 2018	Dade, Broward, Palm Beach joint district-wide facilitatory training							
Fees:	<p><u>Educational Materials Fee.</u> Customer will pay HRCF \$0 for throughout the term of this Agreement, in exchange for the rights to the Educational Materials granted in the Agreement.</p> <p><u>Services Fee.</u> Customer will pay HRCF a total of \$10,000 in exchange for HRCF's completion of the training services on June 11 – 14, 2018 as specifically described below. Customer will pay HRCF \$2,000 within fifteen (15) days of the Effective Date, and the remainder of such fees will be due within fifteen (15) days of when HRCF notifies Customer that HRCF has completed the Services pursuant to Section 3(a).</p> <p><u>Expense Reimbursements.</u> Intentionally Omitted.</p> <p><u>Other.</u></p>							
Quality Control:								
Training Criteria:								
Other:	Implementation fees are waived throughout the term of this Agreement.							

EXHIBIT B

CUSTOMER FACILITATOR REQUIREMENTS

1. Attend the full, four-day day District-Wide Facilitator Training.
2. Utilize the online Sign-in Sheets and Evaluation Forms for each training.
3. Participate in required monthly cohort meeting with the Welcoming Schools Designated Liaison and Welcoming Schools Staff.
4. Complete Welcoming Schools Calendar Form as trainings are scheduled.
5. Attend all mandatory webinars.
6. Receive consistently positive evaluations from HRCF and Educators attending training sessions conducted by Customer Facilitator.

EXHIBIT C

EDUCATOR LICENSE, RELEASE AND WAIVER

This Educator License, Release and Waiver ("Waiver") is between Educator and Human Rights Campaign Foundation, Inc. ("HRCF"). Educator desires to participate in the Welcoming Schools™ program, and HRCF desires to use Educator's name, voice, image or likeness, as well as other materials submitted to HRCF by Educator in connection with the Welcoming Schools™ program, to market, promote and advertise HRCF and the Welcoming Schools™ program. Therefore, in exchange for good and valuable consideration, the receipt and sufficiency of which Educator hereby acknowledges, the Parties agree as follows:

1. License to Record and Capture. Educator hereby grants to HRCF, its Affiliates, employees, agents, contractors and subcontractors the right to film, tape, photograph and otherwise record and capture Educator's physical likeness, name, voice, image and persona (collectively, "Personal Information") in videos, audiovisual works, sound recordings and photographs (collectively, "Recordings") from time to time during Educator's participation in the Welcoming Schools™ program.
2. License to Use. Educator hereby grants to HRCF and its agents, subsidiaries, Affiliates, licensees, successors and assigns (collectively, "HRCF Entities") an unrestricted, perpetual, sublicensable, assignable, irrevocable, royalty-free and fully paid-up license to use (a) the Personal Information as embodied in Recordings; and (b) any materials submitted by Educator to HRCF (including such materials embodying Personal Information, other information about Educator such as city, state and length of membership of the Human Rights Campaign, or letters Educator has sent to HRCF, an HRCF Affiliate, members of Congress or others) ("Materials"), in whole or in part (including, but not limited to, in combination with or as a composite of other material, including, without limitation, images, photographs, graphics and audio and video segments of any nature) in digital and print media and by a means of any transmission, distribution or communication technology, method or means, whether now known or hereafter created, including, but not limited to the Internet, audiovisual works, photographs, sound recordings, marketing materials, publications and the like (collectively, "Promotional Media"), in order to advertise, market and promote HRCF and the Welcoming Schools™ program.
3. Results and Proceeds; Ownership. All results and proceeds derived from HRCF's use of the Recordings, Personal Information and Materials will be owned exclusively by HRCF, and no portion of such proceeds (if any) will be shared with Educator. HRCF will exclusively own any and all rights, including, without limitation, intellectual property rights, in the Recordings and Promotional Media. Notwithstanding the preceding sentences of this Section 3, Educator will retain all of Educator's rights in and to any Personal Information, subject to the licenses set forth in this Waiver.
4. No Right to Prior Inspection; Privacy and Publicity. Educator waives any right to prior inspection or approval of the Recordings, Materials and any Promotional Media. Educator further waives any and all rights of privacy, publicity or any other rights of a similar nature in connection with the Recordings, Personal Information, Materials or Promotional Media or any portion thereof. Accordingly, and without limiting the foregoing sentence, Educator hereby (a) waives, and releases the HRCF Entities from, any and all claims to compensation or damages based on the HRCF Entities' use of Educator's Personal Information in accordance with the Waiver, including, without limitation, any claim(s) that any of the HRCF Entities have violated Educator's publicity rights ("Waiver and Release"); and (b) acknowledges and agrees the foregoing Waiver and Release is binding on Educator's heirs, survivors and assigns.
5. Miscellaneous. The relationship between the Parties is that of independent contractors. HRCF may freely assign this Waiver in whole or in part. Educator may not assign any rights or obligations under this Waiver without HRCF's prior express written consent. This Waiver will be governed by the laws of Florida without reference to its conflict of law principles. Exclusive jurisdiction of all disputes arising under this Waiver will be in the state and federal courts in Florida. This Waiver constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements, whether oral or written, between the Parties. The Parties acknowledge and agree that no representations, warranties or covenants not set forth in this Waiver have been made by one Party to the other. No modification to this Waiver, nor any waiver of any rights under this Waiver, will be effective unless in writing signed by both Parties. Educator represents and warrants that Educator has read and understands this Waiver and the rights granted herein, and that Educator has had the opportunity to consult with independent legal counsel prior to the execution of this Waiver even

if Educator has chosen not to consult with such legal counsel. The headings used in this Waiver are for convenience only and will not be used to limit or interpret the provisions of this Waiver. The Parties agree that this Waiver was negotiated by them and that no provision should be interpreted against a Party as the drafter thereof.

ACCEPTED AND AGREED TO BY:

EDUCATOR

Signature:

Printed Name:

Date:

HUMAN RIGHTS CAMPAIGN FOUNDATION

Nicole Greenidge-Hoskins
Signature:

NICOLE GREENIDGE-HOSKINS
Printed Name:

S. V.P. AND GENERAL COUNSEL
Title:

APRIL 16, 2018
Date:

EXHIBIT D

PORTAL TERMS OF SERVICE

1. Acceptance of the Terms and Conditions.

a. **Binding Agreement.** This Portal Terms of Service (this "**Agreement**") is a binding Agreement between The School Board of Broward County, Florida ("SBBC" or "**User**" or "**you**"), and The Human Rights Campaign Foundation, Inc. ("**HRCF**," "**we**," "**us**," or "**our**") governing your use of the Welcoming Schools™ Facilitator Portal (the "**Portal**").

b. **Material Terms and Notices.** As provided in greater detail in this Agreement (and without limiting the express language of this Agreement), you acknowledge the following: (i) the Portal is licensed to you, not sold to you, and you may use the Portal only as set forth in this Agreement; and (iii) to the fullest extent permitted by law, the Portal is provided "as is" without warranties of any kind and HRCF's liability to you is limited.

c. Intentionally Omitted.

d. **Changes to the Portal.** HRCF may, at its sole discretion and from time to time, change, add, or remove features and functionality of the Portal without any notice to you and without liability to you.

e. Intentionally Omitted.

f. Intentionally Omitted.

g. **Eligibility.** THE PORTAL IS NOT FOR PERSONS UNDER THE AGE OF 13, ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE PORTAL BY HRCF, OR ANY PERSONS WHO HAVE NOT BEEN APPROVED AND DESIGNATED AS WELCOMING SCHOOLS™ FACILITATORS BY HRCF THROUGH THE PROCESS REQUIRED BY HRCF (SUCH USERS ARE "**INELIGIBLE**"). Furthermore, by accessing or using the Portal, you affirm that either you are at least 18 years of age or have been authorized to use the Portal by your parent or guardian who is at least 18 years of age.

2. **The Portal.** The Portal allows HRCF-approved Welcoming Schools™ facilitators (each, a "**Facilitator**") to view, access, and download training materials ("**Facilitation Materials**") for the purpose of conducting training of educators employed by accredited educational institutions ("**Educators**"), to add prospective training sessions to the shared calendar made available through the Portal, to order additional resources ("**Welcoming Schools™ Resources**") through the Welcoming Schools™ online store, and to submit completed evaluation forms and other required materials to HRCF.

3. Registration.

a. **Log-In Credentials.** Your access to the Portal is subject to your creation of an account on the Portal (an "**Account**").

b. **Account Security.** You are responsible for the security of your Account, and are fully responsible for all activities that occur through the use of your log-in credentials. You will notify HRCF immediately at info@WelcomingSchools.com if you suspect or know of any unauthorized use of your log-in credentials or any other breach of security with respect to your Account. HRCF will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying HRCF of such unauthorized use or loss of your log-in credentials. Separate log-in credentials may be required to access External Sites (as defined in Section 77 below).

c. **Accuracy of Information.** When creating an Account, you agree to provide true, accurate, current, and complete information as HRCF requires. You will update the information about

yourself promptly, and as necessary, to keep it current and accurate. We reserve the right to disallow, cancel, remove, or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account if activities occur on your Account which, in our sole discretion, would or might constitute a violation of this Agreement, or an infringement or violation of any third party rights, or of any applicable laws or regulations. If messages sent to the email address you provide to HRCF are returned as undeliverable, then HRCF may terminate your Account and access to the Portal immediately without notice to you and without any liability to you or any third party.

4. Intentionally Omitted.

5. Intellectual Property Rights.

a. **License.** Subject to your complete and ongoing compliance with this Agreement, HRCF hereby grants you a personal, limited, revocable, non-transferable license to access and use the Portal, view and print hard copy versions of the Facilitation Materials from electronic versions stored within the Portal, and distribute the Facilitation Materials to Educators, solely as necessary to participate in the Welcoming Schools™ program and as otherwise expressly permitted by HRCF.

b. **HRCF Content and Restrictions.** The content that Users may access on or through the Portal, including, without limitation, any text, graphics, photos, software, and interactive features (collectively, "**Content**"), may be protected by copyright or other intellectual property rights and owned by HRCF or HRCF's third party licensors ("**HRCF Content**"). You may not copy, reproduce, upload, republish, transmit, create derivative works of, publicly perform, or distribute any materials from the Portal in any way without the prior express written permission of the copyright owner of such material or as otherwise specified in this Agreement or permitted by the Portal's intended functionalities. You may not modify or use any materials obtained from or available through the Portal unless you have obtained the applicable copyright owner's prior express written authorization. HRCF owns all design rights, databases, and compilation and other intellectual property rights in and to the Portal, in each case whether registered or unregistered, and related goodwill.

c. **Marks.** The trademarks, design marks, service marks, and logos ("**HRCF Trademarks**") used and displayed on the Portal are HRCF's registered and unregistered trademarks or service marks. Other product and service names located on the Portal may be trademarks or service marks owned by third parties (the "**Third-Party Trademarks**," and, collectively with HRCF Trademarks, the "**Trademarks**"). Nothing on the Portal or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Service without HRCF's prior express written consent for each individual use. All goodwill generated from the use of any HRCF Trademark will inure solely to HRCF's benefit.

d. **Your Content.** You represent and warrant to HRCF that: (i) any and all Content that you submit to the Portal or otherwise provide to HRCF, including, without limitation, any information you provide on the shared online calendar (collectively, "**Your Content**") does not infringe on or violate any intellectual property rights, rights of publicity or privacy, or moral rights of any third party or violate any applicable law or regulation; (ii) you have all rights, licenses, and permissions necessary for you to display, perform, transmit, communicate to the public, reproduce, distribute, and otherwise use and exploit all of Your Content on the Portal; and (iii) no other licenses, permissions, consents, or authorizations must be obtained from or payments made to any other person or entity by HRCF arising out of HRCF's exercise of any rights under this Agreement with respect to Your Content. You hereby grant HRCF and its agents, subsidiaries, affiliates, licensees, successors, and assigns a perpetual, transferable, sublicensable, royalty-free, nonexclusive, worldwide, and fully paid-up license to reproduce, distribute, publicly display, publicly perform, transmit, and otherwise use and exploit ("**Use**") any of Your Content that you upload to the Portal in any and all media now known or hereafter devised, for the purposes of displaying to other Users of the Portal and operating and improving the Portal.

6. Restrictions on Use of the Portal.

- a. In using the Portal, you agree not to:
 - i. take any action that imposes an unreasonable load on the Portal's infrastructure;
 - ii. use any device, software, or routine to interfere or attempt to interfere with the proper working of the Portal, or any activity conducted on the Portal;
 - iii. frame or link to any of the materials or information available on the Portal, or download HRCF Content, other than as expressly permitted under this Agreement;
 - iv. alter, deface, mutilate, circumvent, or otherwise bypass any approved software through which the Portal is made available;
 - v. use any Trademarks, photographs, or other content belonging to HRCF or obtained from the Portal without our express written consent;
 - vi. access, tamper with, or use non-public areas of the Portal, HRCF's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of HRCF's providers;
 - vii. abuse, harass, harm, or advocate or incite abuse, harassment, or harm of another person or group, including HRCF employees;
 - viii. provide any false personal information to HRCF;
 - ix. create a false identity or impersonate another person or entity in any way;
 - x. create a new account with HRCF, without HRCF's express written consent, if HRCF has previously disabled an account of yours;
 - xi. restrict, discourage, or inhibit any person from using the Portal, disclose personal information about a third person on the Portal or obtained from the Portal without the consent of that person, or collect information about Users of the Portal;
 - xii. use the Portal, without HRCF's express written consent, for any unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming;
 - xiii. gain unauthorized access to the Portal, to other Users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Portal;
 - xiv. make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Portal or communications equipment and computers connected to the Portal;
 - xv. interfere with or disrupt the Portal, networks, or servers connected to the Portal or violate the regulations, policies, or procedures of those networks or servers;
 - xvi. violate any applicable federal, state, or local laws or regulations or the terms of this Agreement; or
 - xvii. assist or permit any persons in engaging in any of the activities described above.

7. **External Sites.** The Portal may contain links to or the ability to share information with third party websites ("**External Sites**"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on or the operators of such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. HRCF is not responsible for the content of any linked External Sites and does not make

any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, then you do so at your own risk. You agree that HRCF will have no liability to you arising from your use, engagement, exposure to, or interaction with any External Sites.

8. **Feedback.** If you choose to contribute to the Welcoming Schools™ program or HRCF by sending HRCF or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to HRCF, you agree that:

a. HRCF has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;

b. Feedback is provided on a non-confidential basis, and HRCF is not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

c. You irrevocably grant HRCF perpetual and unlimited permission to Use the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

9. Intentionally Omitted.

10. **Limitation of Liability and Disclaimer of Warranties.**

THE PROVISIONS IN THIS SECTION 1010 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

a. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 10.A., HRCF, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS (COLLECTIVELY, "**HRCF PARTIES**") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE PORTAL AND ANY CONTENT AVAILABLE ON THE PORTAL, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, OR RELIABILITY THEREOF. THE HRCF PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY, OR COMPLETENESS OF ANY CONTENT OR ANY OTHER INFORMATION CONVEYED TO ANY USER, OR FOR ERRORS, MISTAKES, OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. TO THE FULLEST EXTENT PERMITTED BY LAW, AS A USER, YOU AGREE THAT YOU USE THE PORTAL AND ANY CONTENT AT YOUR OWN RISK. HRCF WARRANTS THAT IT WILL PROVIDE THE PORTAL SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH GENERAL INDUSTRY STANDARDS AND THAT THE PORTAL SERVICES WILL PERFORM IN ACCORDANCE WITH THE DOCUMENTATION AND THAT HRCF SHALL CORRECT ANY PRODUCT NON-CONFORMANCE, DEFECT OR SOFTWARE ERROR OR BUG DURING THE TERM OF THIS AGREEMENT AT NO ADDITIONAL CHARGE TO SBBC IN ACCORDANCE WITH THIS AGREEMENT.

b. THE HRCF PARTIES DO NOT WARRANT THAT THE PORTAL WILL OPERATE ERROR FREE, OR THAT THE PORTAL AND ANY CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE PORTAL OR ANY CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO HRCF PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.

c. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 10.A., THE PORTAL AND ALL HRCF CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HRCF PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE.

d. IN NO EVENT WILL ANY HRCF PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES IN CONNECTION WITH, THE USE OR INABILITY TO USE THE PORTAL AND ANY CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH HRCF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SBBC BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES IN CONNECTION WITH THIS AGREEMENT.

11. **Third Party Disputes.** HRCF IS NOT AFFILIATED WITH ANY SERVICE PROVIDER, OR OTHER THIRD PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY SERVICE PROVIDER, THIRD PARTY SERVICE, OR OTHER THIRD PARTY IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE PORTAL, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU IRREVOCABLY RELEASE THE HRCF PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

12. **SBBC Indemnification.** Up to the limits listed in Section 768.28, Florida Statutes, you agree to defend, indemnify, and hold harmless the HRCF Parties from and against any claims, actions, or demands, arising or resulting from your breach of this Agreement or your access to, use, or misuse of HRCF Content or the Portal. HRCF will provide notice to you of any such claim, suit, or proceeding.

13. **HRCF Indemnification.** HRCF agrees to defend, indemnify, and hold harmless SBBC, its board members, officers, directors, and employees from any third party claims of infringement of the third party's intellectual property rights, any claims, actions, or demands, arising or resulting from your breach of this Agreement. SBBC will provide notice to HRCT of any such claim, suit, or proceeding.

14. **Consent to Electronic Communications.** You hereby authorize HRCF to communicate with you via email regarding the Portal or this Agreement.

15. **Miscellaneous.** This Agreement is governed by the internal substantive laws of Florida without respect to its conflict of laws provisions. Except as expressly set forth elsewhere in this Agreement, you expressly agree to submit to the exclusive personal jurisdiction of the federal courts sitting in Florida. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, then the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. Failure of HRCF to act on or enforce any provision of this Agreement will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver will be effective against HRCF or you unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by HRCF and you, this Agreement constitutes the entire agreement between you and HRCF with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The section headings are provided merely for convenience and will not be given any legal import. This Agreement will inure to the benefit of our successors and assigns. HRCF may assign this Agreement, including all its rights hereunder, without restriction. You may not assign this Agreement or any of the rights or licenses granted hereunder,

directly or indirectly, including by sale, merger, change of control, operation of law, or otherwise, without the prior express written consent of HRCF.