

CMRA Bundle Package Agreement for Educational Service Providers Organized and Operated Entirely outside the US

BY SELECTING THE "I Agree" OPTION BELOW, YOU ARE REPRESENTING THAT YOUR ORGANIZATION IS AN EDUCATIONAL SERVICE PROVIDER ORGANIZED AND OPERATED ENTIRELY OUTSIDE THE UNITED STATES AND THAT YOU ARE AUTHORIZED TO BIND YOUR ORGANIZATION AND AGREEING TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION. IF YOUR ORGANIZATION DOES NOT AGREE WITH THESE TERMS, YOU MUST SELECT "Reject".

The parties intend that CMRA provide certain educational courses and other services to Organization in accordance with this Agreement and the attached Description of Educational Services.

1. CMRA Courses and Other Services. A description of the specific CMRA courses and other services to be provided by CMRA ("Educational Services") is specified in the Description of Educational Services, attached as Exhibit A and made a part of this Agreement.

2. Term. Unless terminated earlier as provided herein, the term of this Agreement shall commence on Organization's acceptance of this Agreement by clicking "I Agree" and shall continue for an initial period of one (1) year thereafter (the "Initial Term") and may be automatically renewed each successive year thereafter (each successive year, a "Renewal Term" and together with the Initial Term, the "Term"), upon Organization's timely payment of the Annual Cost(s) on or before the commencement of each such Renewal Term, but only if (i) Organization is not otherwise then in breach or default of this Agreement at such time and (ii) this Agreement is not terminated earlier as provided herein.

3. Payment. Organization shall pay CMRA in US dollars the invoiced non-refundable Annual Cost(s) based on the selected Package(s), required by this Agreement, as described in the Description of Educational Services, which shall be due and payable within thirty (30) days of Organization's receipt of invoice and on or before the commencement of each and every Renewal Term thereafter. Any and all amounts due to CMRA under this Agreement shall be paid to Carnegie Mellon University by wire transfer or by check made payable to "Carnegie Mellon University", and sent in accordance with the following instructions (as the same may be changed by CMRA from time to time by written notice to Organization):

Wire transfers:

Bank Name: BNY Mellon
Bank Address: 500 Ross Street, Pittsburgh PA 15262 USA
Beneficiary: Carnegie Mellon University
Account Name: Cash Management Account
Account No.: 1979003
ABA Number: 043000261
SWIFT Code: IRVTUS3N
Ref: Carnegie Mellon Robotics Academy
Bank Contact: Global Cash Management Customer Service
+1 (412) 234-3359

Checks:

Payee: Carnegie Mellon University
Mailing Address: Carnegie Mellon University National Robotics Engineering Center
10 40th Street,
Pittsburgh, PA 15201 USA
ATTN: Carnegie Mellon Robotics Academy

All amount(s) quoted in this Agreement do not include charges for applicable Taxes (hereinafter defined). There shall be added to the amounts set forth and quoted in this Agreement any and all such Taxes relating the amounts payable by Organization to CMRA hereunder (other than U.S. Federal, state or local income taxes which may be assessed on the income of CMRA in the U.S. or franchise taxes in the U.S.), and all such Taxes shall also be payable by Organization. Without limiting the generality of the foregoing, Organization shall make all payments due to CMRA under this Agreement without deduction for Taxes, unless such deduction is required by law. If Organization is required under applicable law to withhold Taxes from any payment due to CMRA under this Agreement, Organization shall (i) pay to CMU such additional amounts as are necessary so that Carnegie Mellon University receives the full amount that it would have received absent such withholding, and (ii) furnish and Carnegie Mellon University shall complete all necessary documentation, if any, to permit the parties to claim application of applicable tax treaty benefits. "Taxes" mean any taxes, governmental charges, duties, or similar additions or deductions of any kind, including, without limitation, all federal, state, local, or governmental use, income, goods and services, excise, and withholding taxes, plus applicable interest, penalties and/or additions.

4. Use of Course Materials. Any and all course materials and information disclosed and/or provided to Organization and/or its employees (including CMRA Certified teachers), whether directly from CMRA or via the CS-STEM Network website, currently located at cs2n.org ("CS-STEM"), pursuant to this Agreement and specified in the Description of Educational Services (the "Materials") remain the property of Carnegie Mellon University and neither Organization nor its employees (including Certified Teachers) shall have any right to use such Materials except as specifically provided in this Agreement.

"Individual Course Participant" means a student of the Organization who participates in a specified CMRA course and is sponsored by Organization. An Individual Course Participant may use the Materials in conjunction with the course and for their own personal reference.

"CMRA Certified" teacher means an employee of the Organization that is sponsored by the Organization and who has successfully completed and continues to meet all ongoing requirements, including but not limited to those requirements specified in the CMRA Certification Agreement, for any one of the Certifications (as that term is defined in the CMRA Certification Agreement) as verified by CMRA. A CMRA Certified teacher may use the Materials to teach CMRA courses for which they have obtained and maintain current Certification(s) to that number of Individual Course Participants sponsored by Organization, as specified in the Description of Educational Services. A CMRA Certified teacher must deliver the Materials solely through the CS-STEM.

Organization is hereby granted by Carnegie Mellon University and hereby accepts a nontransferable and non-assignable right and license to use the Materials for the delivery of the CMRA courses and other related services as specified in the Description of Educational Services to its employees (including CMRA Certified teachers) and/or students on a non-exclusive basis in the Country specified below ("the Region"). Organization may not make any modifications to or derivatives of the Materials. Any and all copyright notices affixed to the Materials must be maintained. Organization may only use the Materials for the delivery of the CMRA courses and related services in the Region.

Organization agrees that it will not and will not permit others to copy, modify, redistribute, repackage, encumber, sell, rent, lease, sublicense, assign, time-share, publish, broadcast, circulate, market, donate, disseminate, retransmit, commercially-exploit, and otherwise use the Materials and/or any copies or parts thereof in a manner that is inconsistent with the rights granted by this Agreement. To the extent Organization wishes to make other use of the Materials, it must first contact CMRA to request permission.

Organization agrees that it will take all necessary action to cause each Certified CMRA teacher and Individual Course Participant who is sponsored by Organization to comply with all the obligations and requirements of the CMRA Certification Agreement (a current copy of which is attached for reference hereto as Exhibit B). Organization agrees that any noncompliance by Organization or a Certified Teacher or an Individual Course Participant will be treated as a material breach of this Agreement.

5. Use of Name, Marks. Organization acknowledges that it does not have any rights or any title whatsoever in or to Carnegie Mellon University's technology, trade name or in or to any of Carnegie Mellon University's trademarks, except as provided under this Agreement. Organization shall not register any Carnegie Mellon University trademarks or trade names.

During the term of the Agreement, Organization may identify itself as a non-exclusive provider of Carnegie Mellon Robotics Academy courses.

Any reference by Organization to Carnegie Mellon University beyond what is contained in the Materials or as provided under this Agreement may only be done with express written permission of an authorized representative of Carnegie Mellon University.

6. Use of Informational Items. CMRA may make available to Organization, from time to time, certain informational items (e.g. brochures, information sheets, videos, etc.) describing CMRA Courses and/or the Materials ("Informational Items"). Organization may copy and provide these Informational Items for the purpose of providing such Informational Items to prospective customers, its employees and students, and for no other purpose. The Informational Items may not be altered, nor may Organization create any derivatives of the Informational Items without the express written permission of an authorized representative of CMRA.

7. No Warranty. ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY CARNEGIE MELLON UNIVERSITY (INCLUDING CMRA AND NREC) PURSUANT TO THIS AGREEMENT (INCLUDING THE CMRA COURSES, MATERIALS AND/OR INFORMATIONAL ITEMS), ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS. CMU MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CARNEGIE MELLON UNIVERSITY DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS. ORGANIZATION IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF CARNEGIE MELLON UNIVERSITY (INCLUDING NREC AND CMRA) RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS (INCLUDING THE CMRA COURSES, MATERIALS, INFORMATIONAL ITEMS AND/OR EDUCATIONAL SERVICES) GRANTED AND/OR PROVIDED BY CARNEGIE MELLON UNIVERSITY PURSUANT TO THIS AGREEMENT.

8. Limitation of Liability; Maximum Liability. CARNEGIE MELLON UNIVERSITY (INCLUDING CMRA AND NREC), SHALL NOT BE LIABLE TO ORGANIZATION OR ANY THIRD PARTY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CARNEGIE MELLON UNIVERSITY (INCLUDING NREC AND CMRA) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES. CARNEGIE MELLON UNIVERSITY'S (INCLUDING NREC AND CMRA) MAXIMUM LIABILITY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT IN THE AGGREGATE IS LIMITED TO THE AMOUNTS ACTUALLY PAID BY ORGANIZATION TO CMU PURSUANT TO THIS AGREEMENT DURING THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE RELATED CLAIM.

9. Termination/Non-Renewal. In the event that Organization defaults in the payment in full of any amount required to be paid under this Agreement on the date such payment is due, in addition to utilizing any other legal and/or equitable remedies, Carnegie Mellon shall have the right by written notice to Licensee to terminate this Agreement (and the Term). In the event that the Annual Cost(s), as described

in the Description of Educational Services, required by Section 3 is not received by Carnegie Mellon within thirty (30) days of Organization's receipt of invoice, this Agreement shall be void ab initio, as if it had never been executed and neither party shall have any obligation hereunder. In addition to the foregoing, in the event that Organization files a voluntary petition or commits any acts of in bankruptcy or insolvency or ceases or threatens to cease to carry on its business in addition to utilizing any other legal and/or equitable remedies, CMRA shall have the right by written notice to Organization to terminate this Agreement and immediately discontinue all Educational Services. In the event that either Party to this Agreement defaults in performance of any of its obligations (other than the defaults or events above), a party may give to the breaching party a written notice requiring the defaulting party to cure such breach within thirty (30) days. If such breach is not cured or made good within thirty (30) days after receipt of such notice, the non-breaching party shall be entitled and empowered to terminate this Agreement by immediately upon giving to the defaulting party notice of such termination.

CMRA may terminate this Agreement (and the Term) prior to the commencement of any Renewal Term by providing Licensee written notice of termination at least three (3) months prior to the commencement of such Renewal Term.

In the event that any of (a) Organization, or (b) an affiliate of Organization, or (c) a third party acting on behalf of Organization or one of its affiliates, challenges or disputes the validity or enforceability of any intellectual property rights licensed hereunder in any judicial or administrative proceeding, Carnegie Mellon University may, at its option and sole discretion, terminate the license as to such challenged intellectual property by notice in writing to Organization.

Upon the termination of this Agreement, (i) CMRA shall be entitled to payment of all fees, costs and other amounts due and/or accrued under this Agreement on or before the effective date of such termination, and (ii) Organization shall cease use of the Materials for the delivery of the CMRA courses and other related services as specified in the Description of Educational Services, return the same to Carnegie Mellon or dispose of any remaining Materials in compliance with applicable laws, rules and regulations, and destroy any notes or other documents referencing or containing the Materials.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, all warranty disclaimers and limitations of liability hereunder, and Carnegie Mellon University's ownership of the Materials.

10. Miscellaneous.

a. All notices, requests, consents, approvals and other communications under this Agreement shall be effective only if given or made in writing by email, personal delivery, postage prepaid overnight express mail courier (e.g., Fed Ex or UPS) or by postage prepaid certified mail to a party at the address (or email address) specified for that party in this Section 10, or to such addressees as a party may designate by notice to the other party in accordance with this section):

Notices shall be addressed as follows:

National Robotics Engineering Center
Carnegie Mellon University
10 40th Street
Pittsburgh, PA 15201
ATTN: Carnegie Mellon Robotics Academy
Email: kdowning@nrec.ri.cmu.edu

b. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflict of law provisions in that or any other jurisdiction. Any disputes between the parties arising out of or relating to the Agreement shall be settled exclusively in the United States District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in

any court of general jurisdiction in Allegheny County, Pennsylvania and each party consents to the exclusive jurisdiction of any such courts and waives any objection which such party may have to the laying of venue.

c. This Agreement and any and all rights and obligations hereunder shall not be assignable or transferrable by either party in whole or in part without the prior written consent of the other party; provided, however, CMRA may from time to time utilize consultants to perform some or all of the Educational Services to be provided under this Agreement. Any attempted assignment by Organization in violation of this Section shall be null and void. Subject to the restrictions of this Section, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and permitted assigns.

d. This Agreement, including the attached Exhibits, represents the entire agreement of the parties concerning the subject matter addressed and supersedes any contemporaneous and previous negotiations, drafts and agreements between the parties, whether oral, in writing, electronic or in any other medium concerning the same. Any and all additional or conflicting terms in a purchase order or other document relating to the Educational Services are expressly rejected and shall have no effect. This Agreement may be amended, modified or varied only by a written agreement signed and delivered by authorized representatives of both of the parties.

e. It is understood that the Materials are subject to any applicable United States export laws and regulations (including, but not limited to, the Export Administration Act of 1979). Organization agrees to comply with any and all applicable export control laws and/or regulations and to obtain any required licenses or approvals.

f. Organization understands and agrees that the United States government ("Government") may have certain rights in the Materials. This Agreement and any and all obligations of CMRA are subject to any rights of the Government arising under any applicable law or regulation.

g. Except for Organization's payment obligations, neither party shall be liable under this Agreement for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, war (declared or undeclared), terrorist act, act of any governmental authority, acts or omissions of the other party, riot, fuel or energy shortage, or due to any other cause beyond the party's reasonable control.

h. Participation in the Educational Services does not confer any Carnegie Mellon University course credit and/or any employment or student status at Carnegie Mellon University. The relationship of the parties under this Agreement is that of independent contractors and they are not agents, employees, partners or joint venturers of one another. No party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party, and no party shall take any action that attempts or purports to bind the other party in contract or to incur any debts or obligations on behalf of the other party, without the affected party's prior written approval. Neither party has authority to bind the other party in contract.

i. There are no third party beneficiaries of this Agreement.

EXHIBIT A - DESCRIPTION OF EDUCATIONAL SERVICES:

<https://www.cmu.edu/roboticsacademy/about/exhibit-a-1feb2021.pdf>

EXHIBIT B - FORM OF CMRA CERTIFICATION AGREEMENT: <https://www.cs2n.org/tos>

1. Country of Operation "the Region" *

2. First and Last Name: *

3. Organization Name: *

4. Your Role:

5. Your E-mail Address: *

6. Your Phone Number:

7. Organization Address: *

8. Organization City: *

9. Organization Zip Code: *

SAMPLE

10. Organization Country: *

11. Please specify all legal names and aliases for your organization. *

12. Please specify all legal names and aliases for the owners of your organization. *

13. Upon completion of this agreement, CMRA will generate a quote for your selected services. Please review Exhibit A, the Description of Educational Services (<https://www.cmu.edu/roboticsacademy/about/exhibit-a-1feb2021.pdf>). How many "Standard Bundle Packages" would you like us to include in your quote? *

14. How many "Teacher Certification Mini Packages" would you like us to include in your quote? *

15. How many "Student Certification Mini Packages" would you like us to include in your quote? *



16. Which of the following Curricula and Training Programs are you planning on implementing? *

Check all that apply.

- Introduction to Programming VIRTUAL EV3
- Introduction to Programming EV3 with EV3 Classroom
- Introduction to Programming VEX IQ with VEXcode Blocks
- Coding and Computational Thinking with VEX V5
- Software Foundations with Arduino (ShieldBot)
- Other: _____

17. Your organization is an educational service provider organized and operated entirely outside of the United States and you are authorized to bind your organization and agree to the terms of this agreement on behalf of your organization. *

Mark only one oval.

- I Agree
- Reject

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