

# **CRAFTING LINGO!**

## **LICENSE AGREEMENT**

**Created by:**

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# License Agreement

For use of what is being licensed.

This License Agreement (this "Agreement" of this "License Agreement") is made and effective as soon as the license fee is received in the Licensor's payment platform (the "Commencement Date") by and between Ryland English, an entity organized and existing in Spain, with a registered address at San Martin S/N, Borines, Piloña, Asturias, CP 33583 and email [licensing@craftinglingo.com](mailto:licensing@craftinglingo.com) or [admin@rylandenglish.com](mailto:admin@rylandenglish.com) ("Licensor") and a company or individual registered to [craftinglingo.com](http://craftinglingo.com) with the provided name and address ("Licensee").

## WHEREAS:

1. Licensee wishes to obtain a license to use of the Crafting LinGO! English learning program (hereinafter, the "Assets"), and
2. Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the Assets for the term and specific purpose set forth in this Agreement,

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual promises and undertakings contained herein, and other good and valuable consideration, the parties agree as follows:

## 1. Definitions

- 1.1 "Agreement" means this License Agreement including the attached Schedule.
- 1.2 "Confidential Information" means information that:
  - a. is by its nature confidential;
  - b. is designated in writing by Licensor as confidential;
  - c. the Licensee knows or reasonably ought to know is confidential;
  - d. Information comprised in or relating to any Intellectual Property Rights of Licensor.
- 1.3 "Assets" means the Assets provided by Licensor as specified in Item 6 of the Schedule in the form as stated in Item 7 of the Schedule.
- 1.4 "Intellectual Property Rights" means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 5.
- 1.5 "Party" means a person or business entity who has executed this Agreement; details of the Parties are specified in Item 2 of the Schedule.
- 1.6 "Term" means the term of this Agreement commencing on the Commencement Date as specified in Item 4 of the Schedule and expiring on the Expiry Date specified in Item 5 of the Schedule.
- 1.7 "Calendar month" means each of the periods of one consecutive calendar month starting at the day of the month and time the materials are made accessible and ending at the same day of the month and time in CET or CEST time zone. (e.g start 14/5/23 at 16.00 CEST and ending on 14/06/23 at 15.59 CEST)
- 1.8 "Access to a personalised server" means access to the server provider dashboard with limited management capabilities and the activity maps licensed for the Term uploaded and ready to use.
- 1.9 "Educational Purposes" shall mean activity within education, teaching or distance learning where the Licensee acts as the teacher/instructor/facilitator within a learning environment that involves learners aiming to improve their English skills. This activity may be carried out for-profit.

## 2. License Grant

2.1 Licensor grants to the Licensee a non-exclusive, non-transferable License for the Term to use the Asset for the specific purpose specified in this Agreement, subject to the terms and conditions set out in this Agreement.

## 3. Charges

3.1 In consideration of the Licensor providing the License under clause 2 of this License Agreement, the Licensee agrees to pay Licensor the amount of the License Charge as specified in Item 9 of the Schedule.

3.2 All licenses must be paid in Euros. All Assets sales are final and Ryland English reserves the right to charge for part or the totality of the License Fees once the Assets have been released. Assets prices are subject to change.

3.3 It is agreed that a failure to pay the License Fees will be considered a material breach of this License Agreement and if payment is not made in accordance with this Agreement, Ryland English shall have the right to revoke the license. In the event of Ryland English revoking the license, the Licensee must cease using any Assets immediately and remove them from their devices.

3.4 Ryland English at its discretion may charge compounded interest at the rate of two-and-one-half percent (2.5%) per month, or such amount as is allowed by law, for outstanding balances.

3.5 The Licensee shall have no obligation to use the Assets; however, payment is still required for any Assets.

## 4. Licensee's Obligations

4.1 The Licensee cannot use the Assets, for purposes other than as specified in this Agreement and in Item 8 of the Schedule.

4.2 The Licensee may not permit its employees to use the Asset for the purposes described in Item 8, unless previously discussed with the Licensor and an agreement is made in writing. An agreement might be made provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees using the Assets do not commercialise or disclose the contents of it to any third person, or use it other than in accordance with the terms of this Agreement.

4.3 The Licensee will not distribute, sell, License or sub-License, let, trade or expose for sale the Asset to a third party unless authorized in writing by Ryland English.

4.4 No copies of the Assets are to be made other than as expressly approved by the Licensor.

4.5 No changes to the Assets or its content may be made by Licensee. The Licensee shall not alter, edit or enhance the Assets in any manner, or use, reproduce, record or copy any part either as incorporated in the Licensees own learning materials or as standalone elements.

4.6 The Licensee will provide technological and security measures to ensure that the Assets which the Licensee is responsible for are physically and electronically secure from unauthorised use or access.

4.7 The Licensee shall ensure that the Assets retain all Licensor copyright notices and other proprietary legends and all trademarks or service marks of Licensor.

4.8 The Licensee will source their own learners but at all times will endeavour to be a good representative of the Crafting LinGO! program by;

- a. providing good communication and support for their learners,
- b. being prepared for each activity making use of the lesson plans and supporting learning materials,
- c. seeking further training or guidance from the program developers if they are unable to manage any activity effectively,
- d. utilising appropriate equipment and technology to deliver the activity without interruptions and loss of quality. For example, having a laptop or desktop PC with the minimum specifications recommended by the

developers of Minecraft, having the recommended 2 screen set-up to manage the game and videoconference simultaneously and having an internet connection of at least 10Mbps.

- e. If delivering the activities in an in-person environment, ensuring the learners have a location of sufficient size, seating, temperature, and lighting and in a clean and orderly condition with access to appropriate equipment and technology as described in 4.8.d.

4.9 The Licensee shall not use the Assets in any way that might be considered defamatory, libellous, obscene, pornographic, immoral or illegal. The Licensee also shall not use the Assets in any manner that creates a false inference or places the Assets in a context that is likely to result in bringing Ryland English, Crafting LinGO! or any content supplier of Ryland English or any individual or entity appearing in the Assets into public disrespect, scandal, ridicule, or detract from the public image of Ryland English, Crafting LinGO! or any of its content suppliers.

4.10 The Licensee shall not use any Assets in connection with or in any way related to a lottery, sweepstakes, game of chance or any other type of gambling or wagering activity or in or as part of any audio-visual production marketed, advertised, distributed or sold as part of or in association with any of the foregoing without express written permission.

## 5. Intellectual Property Rights

5.1 All Intellectual Property Rights over and in respect of the Assets are owned by Licensor. The Licensee does not acquire any rights of ownership in the Assets.

## 6. Limitation of Liability

6.1 The Licensee acknowledges and agrees that neither Licensor nor its employees or agents, will be liable for any loss or damage arising out of or resulting from Licensor's provision of the Assets under this Agreement, or any use of the Assets by the Licensee or its employees; and Licensee hereby releases Licensor to the fullest extent from any such liability, loss, damage or claim.

## 7. Confidentiality

7.1 Neither Party may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.

7.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

- a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or
- b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorisation.

7.3 During this Agreement, Ryland English may provide the Licensee with certain pricing, technical, marketing and other confidential information. The Licensee acknowledges that such confidential information encompasses valuable trade secrets which are proprietary to Ryland English.

7.4 This clause 7 will survive termination of this Agreement.

## 8. Disclaimers & Release

8.1 To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Assets.

8.2 The Assets are provided by Licensor on an "as is" basis.

8.3 Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Assets or any part thereof.

8.4 Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Assets with Licensee computer programs.

8.5 Licensor does not warrant that the Assets will function in any environment.

8.6 The Licensee acknowledges that:

- a. The Assets have not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and
- b. it is therefore the responsibility of the Licensee to ensure that the Assets meet its own individual requirements.

8.7 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by Licensor, including any implied warranty of merchantability or fitness for a particular purpose.

8.8 The Licensor will continue to update its Crafting LinGO! program materials as needed. These may include changes to the content, activities or supporting learning materials. New services and products may be offered as they become available.

## 9. Indemnification

9.1 The Licensee must indemnify, defend and hold harmless Licensor, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:

- a. Licensee's and Licensee's employee's use or reliance on the Assets,
- b. any breach of the terms of this License Agreement by the Licensee or any Licensee employee, and
- c. any other act of Licensee.

9.2 Licensee acknowledges and agrees that any unauthorized or unlicensed use of any Assets by Licensee constitutes infringement of copyright and other applicable laws and shall entitle Ryland English to exercise all rights and remedies available at law or in equity, including but not limited to monetary damages and injunctive relief against all users and beneficiaries of the use of such Assets.

9.3 In addition to any other fees, damages and penalties available at law or under this License Agreement, Ryland English reserves the right to assess and the Licensee agrees to pay a fee equal to five (5) times the License Fee for such misuse or unlicensed use of the Assets. The foregoing is not a limiting statement of Ryland English' or its suppliers' rights or remedies in connection with any unauthorized use of the Assets or any breach of this Agreement.

9.4 Without limiting any of the foregoing, if, for any reason, the Assets come into the possession of any unauthorized third person, firm or corporation while it is in the control of the Licensee and due to the Licensee's negligence or wilful misconduct, the Licensee shall undertake reasonable efforts to recover the Assets and to recover on Ryland English' behalf any damages sustained by Ryland English by reason of the unauthorized use thereof.

9.5 This clause 9 will survive termination of this Agreement.

## 10. Waiver

10.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this License Agreement shall not operate or be construed as a waiver thereof.

## 11. Governing Law

11.1 This Agreement will be construed by and governed in accordance with the laws of Spain. The Parties submit to exclusive jurisdiction of the courts of Spain.

## 12. Termination

12.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term, unless otherwise terminated by Licensor in the event of any of the following:

- a. if the Licensee is in breach of any term of this License Agreement and has not corrected such breach to Licensor's reasonable satisfaction within 7 days of Licensor's notice of the same;
- b. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors; or
- c. the Licensee is in breach of clause 4, 5 or 7 of this Agreement.

12.2 Termination under this clause shall not affect any other rights or remedies the Licensor may have.

## 13. License Fee

13.1 In consideration for the License grant described in this License Agreement, Licensee shall pay the monthly License fee as stated in Item 9 of the Schedule immediately upon execution of this Agreement and upon each anniversary date of this Agreement.

13.2 The License fee and any other amounts payable by the Licensee to the Licensor, under this Agreement, are exclusive of any and all foreign and domestic taxes, which if found to be applicable, will be invoiced to Licensee and paid by Licensee within 14 calendar days of such invoice.

## 14. Assignment

14.1 Licensee shall not assign any rights of this License Agreement, without the prior written consent of Licensor.

## 15. Notices

15.1 All notices required under this Agreement shall be in writing and shall be deemed given (i) when sent via email or (ii) five (5) days after mailing, when sent certified mail, return receipt requested and postage prepaid. All notices given by either Party must be sent to the address of the other as indicated in this Agreement and in the invoices and website registration (unless otherwise changed by written notice).

## 16. Counterparts

16.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

## 17. Severability

17.1 The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

## 18. Entire Agreement

18.1 This Agreement contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Agreement may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

**THIS AGREEMENT**, including the attached Schedule, is accepted by the parties and made effective at the time of purchase of any element of the Assets.

## APPENDIX 1

### Schedule

#### *Item 1 - License Agreement*

THE LICENSE AGREEMENT OF WHICH THIS SCHEDULE FORMS A PART IS DATED AS OF THE DATE OF PURCHASE OF THE LICENSE AND IS BY AND BETWEEN THE PARTIES THAT HAVE COMPLETED THE PURCHASE TRANSACTION.

#### *Item 2 – Name and address of Licensor*

Ryland English, an entity organized and existing in Spain, represented by Olaya de la Iglesia Pérez and with a registered address at San Martín S/N, Borines, Piloña, Asturias, CP 33583 and email [licensing@craftinglingo.com](mailto:licensing@craftinglingo.com) or [admin@rylandenglish.com](mailto:admin@rylandenglish.com)

#### *Item 3 – Other License Terms*

##### **Marketing and Promotion**

By using any Assets, the Licensee grants Ryland English the right to display or reference derivative work using or incorporating such Assets, in any reasonable marketing, educational, and/or promotional purpose as an example of customer usage.

#### *Item 4 – Commencement Date*

The licensing agreement commences the moment the Licensee completes the purchase, in part or whole, of the Crafting LinGO! materials through [www.craftinglingo.com](http://www.craftinglingo.com)

#### *Item 5 – Expiry Date*

The licensing agreement expires 1 calendar month after the learning materials are made fully available for the Licensee to utilise. Recurrent purchase of the Assets will incur a renewal of the License Agreement in the terms stated at the time of the new purchase.

#### *Item 6 – Description of Assets*

The assets being licensed are described as follows;

- a) Use of a personalised server that the Licensee will be able to independently access with their own log in in order to manage the sessions and which the Licensee can turn on or off according to their needs.
- b) Use of the licensed activity map files uploaded to the personalised server once purchase has been confirmed and requirements have been disclosed.
- c) Use of a 'test' map uploaded to the personalised server to facilitate connectivity tests with the participants of the activity without causing issues with the activity maps licensed and uploaded.
- d) Lesson plans for each activity map that outline the progression of the activity and important information to be able to deliver the session effectively.
- e) A handout that can be distributed to the learners who will be part of each activity/session.

- f) A training package including a manual guide, two activity maps uploaded to the personalised server for skills acquisition, and a 55 minute private interactive session to resolve queries and ensure the licensee is able to manage the activities effectively.

#### ***Item 7 – Format of Assets***

- a) An online platform accessible through a log in
- b) Access to the activity maps through the personalised server according to the Licensees' purchases. No downloads or direct access to the activity map files will be provided.
- c) Access to the 'test' map through the personalised server. No downloads or direct access to the activity map files will be provided.
- d) A password secured downloadable PDF file hosted in the relevant page of [www.craftinglingo.com](http://www.craftinglingo.com).
- e) A password secured downloadable PDF file hosted in the relevant page of [www.craftinglingo.com](http://www.craftinglingo.com).
- f) A secured PDF file hosted in the relevant page of [www.craftinglingo.com](http://www.craftinglingo.com), access to the activity maps if the Licensee has purchased access to a personalised server, and an online videoconference session with joint access to a practice map.

#### ***Item 8 – Approved Purpose***

Educational purposes.

#### ***Item 9 – License Fee***

The license fees are outlined in the relevant page of [www.craftinglingo.com](http://www.craftinglingo.com). The Licensor reserves the right to alter the fees upon renewal of the License Agreement.