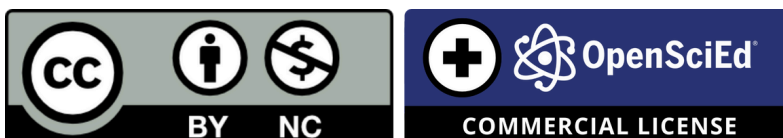


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11. Notices.

Any notice required to be given under this Agreement will be effective only if it is in writing and sent to the appropriate party via email (if to OpenSciEd to info@opensci.ed.org). Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier. All communications and notices to be made or given pursuant to this Agreement will be in the English language.

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a. Assignment. Licensee may not assign its rights or delegate its duties under this Agreement (in whole or in part) without the prior written consent of OpenSciEd. OpenSciEd may freely assign this Agreement and its rights and/or obligations (in whole or in part) under this Agreement without the consent of Licensee. Any purported transfer or assignment in violation of this Section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

b. No Relationship. The parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture or agency relationship between the parties. The parties agree that neither party's personnel are employees or agents of the other party for federal, state or other taxes or any other purposes whatsoever and are not entitled to compensation or benefits of the other.

c. Compliance With Laws. During the Term, Licensee will comply with all applicable laws, rules, and regulations relating to the subject matter of this Agreement.

d. Governing Law; Disputes. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. The parties agree that any disputes relating to this Agreement will be resolved in, and the parties hereby consent to the exclusive jurisdiction of the federal and state courts located in the Borough of Manhattan in New York County, New York and the parties hereby waive any objection to venue in such courts and any claim that an action or proceeding brought in such courts has been brought in an inconvenient forum.

e. Severability. If any provision of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction, such provision shall be reformed to the extent necessary to make it enforceable, and the

remaining provisions of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

f. No Waiver. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy available to such party.

g. No Other Agreement. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions of this Agreement in any other language shall be for accommodation only and shall not be binding on the parties to this Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

h. No Modification. This Agreement may not be modified except by a subsequently dated writing signed by an authorized representative of each party.

i. Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and all of which together will constitute one and the same agreement.

SCHEDULE A

FEES

In accordance with Section 4(a) of the Agreement, if, at any point during any Semester in the Term, Licensee's Commercial use of the Curriculum Materials: (i) generates \$150,000 or more in gross revenue; or (ii) results in the Curriculum Materials being made available to (1) 15,000 students or more; (2) 100 teachers or more; (3) 50 schools or more; or (4) 15 total school districts, Licensee shall pay to OpenSciEd the Fees set forth below.

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- c. \$500 per school;

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Semester one half of the Fees due pursuant to Section 1 or 2 of this Schedule A, as applicable. For the avoidance of doubt, use of any portion of a unit shall be considered a use of that entire unit.

SCHEDULE B

FORM DATA DELIVERY REPORT

Sample Semester Report

Semester Report: [July 1st - December 31st [YY]] or [January 1st - June 30th [YY]]												
Licensee Name: _____												
Sale or Subscripti on Date	Customer Name, City & State	Curriculu m Materials	Transacti on Amount (USD)	Gross Revenue (USD)	Units Sold	No. of Students	No. of Teachers	No. of Schools	No. of School Districts	Fee Calculation	Fee Amount	Fee Paid Date
MM/DD/YY	ABC School, New York, NY	OpenSciEd High School Biology	###,###.##	###,###.##	1000 Stu Edition	30,000	1000	100	10	\$1.00 per student	###.##	MM/DD/YY