

THIS PINNACLE AGREEMENT (this “Agreement”) is executed and entered into this 13 day of November 2018 by and between YouScience, LLC, located at 615 Main Street, Nashville, Tennessee 37206 (“YouScience”), and Liberty Common High School located at 2745 Minnesota Drive, Fort Collins, Colorado 80525 (“School”).

### RECITALS

A. YouScience is the owner of certain intellectual property rights, including copyrights, trademarks and trade secrets, all related to a system of aptitude and interest testing, feedback, and career and educational pathway discovery. Among the property rights owned by YouScience is the YouScience Profile, which is presently embodied in an internet-based program made available and controlled by YouScience (“YouScience Profile”).

C. YouScience is making the YouScience Profile available at a reduced cost to certain schools for use in connection with college, career and other counseling services provided those schools to their students.

D. School wishes to make the YouScience Profile available to some or all of its students.

E. YouScience is willing to make the YouScience Profile available to School upon the terms of this Agreement.

### TERMS OF AGREEMENT

1. YouScience agrees to allow School to utilize the YouScience Profile on a non-exclusive basis as a part of its comprehensive educational program, subject to the terms and conditions set out in this Agreement.

2. School is authorized to make the YouScience Profile available to its students through the YouScience online delivery platform (the “Website”). Use of the YouScience Profile by School’s students will be subject to the standard terms of service as set out on the Website and updated from time to time. Each of School’s students using the YouScience Profile will also have access to the YouScience Profile online feedback and associated reports. The terms of service for students of the School will include authorization permitting School to access student’s YouScience Profile results, reports and feedback to facilitate dialogue between School’s staff and its students.

3. School obligations under this Agreement:

a. School agrees to purchase from YouScience, the specified number of individual student YouScience Profile licenses, or an unspecified number of individual YouScience Profile student licenses for any/all students at the school, as specified in Exhibit 1 attached to this Agreement. Each license will be considered used when a student is sent a link, log-in, or other access to the Profile, regardless of whether the student actually accesses the service or completes the YouScience assessment. YouScience does not require that School utilize the YouScience Profile on an exclusive basis and School is free to use other assessment and evaluation tools.

- b. School shall pay YouScience the fees specified in Exhibit 1 to this Agreement in accordance with the payment terms specified in Exhibit 1. School shall be responsible for the payment of fees to YouScience for use of the YouScience Profile licenses by School's students. If School fails to pay an invoice within thirty (30) days of the due date, YouScience shall have the right to terminate access to the YouScience Profile for all School students whether or not they have utilized the YouScience Profile. Purchaser is responsible for any applicable sales and use tax.
- c. School will purchase the YouScience Profile and all related materials solely from YouScience.
- d. School shall have up to 12 months from the date of this Agreement to utilize its purchased YouScience Profile licenses.
- e. All intellectual property rights in The YouScience Profile and any improvements or extensions of The YouScience Profile, including without limitation all trademark rights, copyright rights, and patent rights, shall remain exclusively with YouScience, whether they appear online, in print or in other media. With the exception of student-specific or administrative reports generated by The YouScience Profile for School students, School shall not copy, print, reproduce or duplicate The YouScience Profile or any of its contents.
- f. School shall not use the terms *YouScience* and the *YouScience Profile* in any advertising or promotional material without first submitting such advertisement or material to YouScience and obtaining the written approval of YouScience.
- g. School shall use and have its students use the YouScience Profile solely in the manner described in the YouScience Profile terms and conditions, unless YouScience specifically authorized modifications in writing.
- h. School shall not resell or distribute the YouScience Profile to anyone except to its enrolled students, alumni or their families.
- i. School shall not do or permit anything to be done that shall impair the intellectual property rights of YouScience, including intellectual property rights in the YouScience Profile. If School shall discover any improvements to or enhancements in the YouScience Profile, it shall promptly notify YouScience of the same. Such improvements and enhancements shall thereupon become the sole property of YouScience, and YouScience shall be free to confirm and record its ownership of said improvements and enhancements by any and all lawful means.
- j. The School will not take any action or make any statements that would imply that the School is affiliated with or has authority to speak for or bind YouScience. School shall indemnify, defend and hold harmless YouScience, its members, officers, managers, employees and agents, and its successors and assigns, from and against any claims, demands, losses, liabilities, judgments, penalties and expenses, including court costs and attorneys' fees, arising from or related to a

breach by the School of its obligations under this Agreement or the use by School or its students of the YouScience Profile.

4. YouScience obligations under this Agreement:

- a. YouScience will provide customer service and technical support to School to facilitate School's knowledge and utilization of the YouScience Profile. Such support will include: (a) one YouScience Profile license for each participating counselor and administrator at School; (b) assistance with the use of the YouScience Profile reports; (c) telephone support during normal business hours. YouScience will provide School's students with customer service and technical support in a manner consistent with the level of service and support provided by YouScience to the YouScience Profile users as set out in the terms and conditions on the Website.
- b. YouScience will continue to provide online access to the YouScience Profile users for up to ten (10) years in accordance with the YouScience Profile standard terms of service.
- c. YouScience will provide school with a presentation, e-mail template, and other parent and student communication support as agreed by the parties.
- d. If YouScience shall make any changes, modifications, improvements or enhancements in the YouScience Profile, it will offer the same to School's YouScience Profile users upon the same terms and conditions as to all other YouScience Profile users.
- e. YouScience warrants that the YouScience Profile and all other materials provided to School under this Agreement shall be free from defects in materials and workmanship. YouScience agrees to replace any defective materials within twenty (20) days following the return of such materials by School. Except for returns permitted under this provision, all deliveries of the YouScience Profile and related materials to School or its clients shall be deemed final and non-refundable.
- f. YouScience shall indemnify School against any claim that the YouScience Profile infringes upon any copyright or other proprietary right of any third party, including all costs, damages and reasonable attorneys' fees arising from such claim, provided, however, that: (i) School shall promptly notify YouScience in writing of any such claim; and (ii) YouScience shall assume and have sole control of the defense against and the disposition of any such claim, including settlement and compromise thereof; and (iii) School shall cooperate with YouScience in the defended of such claim, including settlement and compromise thereof.
- g. YouScience agrees to abide by the limitations on re-disclosure of personally identifiable information from student education records set forth in the Family Educational Rights and Privacy Act (34 C.F.R. § 99.33 (a)(2)) ("**FERPA**") and with the terms set forth in this Agreement.

5. Except as provided in Subparagraphs 4(d) and 4(e) above, YouScience disclaims all warranties or merchantability of fitness for a particular purpose and any and all other expressed or implied warranties. In no event shall YouScience be liable for special, incidental or consequential damages, including, without limitation, lost profits, claims of students, lost time, or other damages, costs or liabilities arising either from tort or contract law.

6. This Agreement shall commence upon the date first recited above and shall continue for a term of one (1) year from the last date of purchase of the YouScience Profile licenses identified on Exhibit 1 to this Agreement. Any extension of this Agreement is subject to the mutual agreement of the parties in writing. The terms and conditions of this Agreement shall be applicable to a such agreed upon extension.

7. Notwithstanding Paragraph 6 above, YouScience shall have the right to terminate this Agreement immediately upon the occurrence of any of the following events:

- a. if a petition in bankruptcy is filed by or against School, or if School becomes insolvent or if a substantial part of the School's assets are assigned to or for the benefit of any creditor.
- b. any license, certification, permit or special authorization issued to School by a state or municipal authority to perform educational, professional, commercial or business services for the public is revoked, cancelled or suspended.
- e. School fails to pay any amount due YouScience within thirty (30) days after the date of an invoice therefor.
- f. School utilizes the YouScience Profile and related YouScience materials in a manner not authorized or approved by YouScience.

8. Upon termination, School will immediately return to YouScience all internet registration keys and related materials in its possession; and School shall also immediately cease to use the YouScience Profile and any related materials, or to offer the same for sale or distribution, or to promote, market or refer to itself as a past or present authorized user of the YouScience Profile. School students who have used the YouScience Profile at the time of termination will continue to have access to the YouScience Profile consistent with the standard the YouScience Profile terms of service.

9. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given if: (a) delivered personally to the recipient; (b) sent to the recipient by reputable express courier service, charges prepaid; or (c) mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications shall be sent to the addresses indicated below the signature lines of this Agreement, or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Date of service of such notice shall be: (i) the date such notice is personally delivered; (ii) three (3) days after the date of mailing if sent

by certified or registered mail; or (iii) the next business day after the date of delivery to the overnight courier if sent by overnight courier.

10. School has been informed and understands that YouScience does not grant, recognize or authorize any form of exclusivity, whether territorial, geographic, or by student type, classification or designation, to School. Neither any provision of this Agreement nor any sale to or other transaction with School shall be deemed to provide such exclusivity.

11. This Agreement is personal to School and School may not assign or encumber its rights hereunder.

12. This Agreement contains the entire agreement of the parties and may not be amended, altered or modified except by a writing signed by both parties. No waiver of any provision hereof shall be effective unless in writing signed by both parties. No one waiver shall be construed as creating any additional or subsequent waivers.

13. The parties understand and agree that they are contractors independent of each other. This Agreement does not create any other relationship than as independent contractors, including any relationship as employer and employee, or principal and agent, or as partners or co-venturers. Neither party shall have the right or authority to make any promise, representation, guaranty, warranty or other commitment, or to assume, create or incur any liability, express or implied, in the name of or on behalf of the other.

14. This Agreement has been executed and shall be construed under the laws of the State of Tennessee without reference to the principles controlling conflicts of laws. If any disagreement or dispute shall arise between the parties, and the parties shall be unable to resolve the same amicably between themselves, then such disagreement or dispute shall be settled by final and binding arbitration to be conducted in Nashville, Tennessee under the rules and procedures of the American Arbitration Association. The laws controlling such arbitration shall be the laws of the State of Tennessee, without reference to the principles controlling conflicts of laws.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth above.

**YOUSCIENCE:**

**SCHOOL:** Liberty Common HS

YOUSCIENCE, LLC

By: 

  
(Signature)

Title: college counselor

Diane Campbell  
(Name - Please Print)

Address:

YouScience, LLC  
615 Main Street  
Nashville, Tennessee 37206

Address:

Liberty Common High School  
2745 Minnesota Drive  
Fort Collins, Colorado 80525

**EXHIBIT 1**  
**TO**  
**PINNACLE AGREEMENT**

**Pricing**

<b>Description</b>	<b>Amount</b>
Student Licenses for all high school students - Academic Year 2018-2019  * Free for all high schools.	\$0.00
<b>Total</b>	<b>\$0.00</b>

**Note 1:** Optional Custom Reports are available at \$750 per report. Examples of reporting include: Career Pathways Optimization Report, Top 10 Talent Report and Internship Matching Report.