

CURRICULUM CRAFTER LLC
36 MONTH MASTER AGREEMENT

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CURRICULUM CRAFTER LLC
36 MONTH MASTER AGREEMENT

THIS MASTER AGREEMENT (the "Agreement") is entered into this February 28, 2020 between Curriculum Crafter LLC, a Michigan company organized under the laws of the State of Michigan and having facilities in Grand Rapids, Michigan ("Company"), and the following "Multicultural Academy" ("Customer"):

Name: Multicultural Academy

Address: 5550 Platt Rd., Ann Arbor, MI 48108 734-677-0732

The Company is a private business involved in various IT and software related activities. These activities involve development of software and related materials for designing curricula for educational institutions. The software and related materials are primarily in the form of web-based design tools referred to as the "Curriculum Crafter® Tool." The Curriculum Crafter® Tool consists of the "Tool" and separate modules identified as "Content Areas."

The Customer is an educational institution and wishes to enter into a "Master" agreement with the Company whereby, from time to time, rights to use the Curriculum Crafter® Tool with various Content Areas (with associated support services) will be licensed to the Customer.

NOW, THEREFORE, in consideration of the mutual promises and upon the conditions set forth herein, the parties agree as follows:

I. GENERAL/DEFINITIONS

- 1.1 Choice of Law.** The Company and the Customer agree that this Agreement shall be subject to the laws of [Michigan/the United States]. Customers located outside of the United States agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not govern this Agreement.
- 1.2 Agreement Materials.** This Agreement initially consists of the main body hereof, in addition to attached Schedule A: Sales Contract.
- 1.3 Additional Schedules.** When the Customer wishes to acquire rights to use additional content areas, details relating to the acquisition will be set forth by the addition of consecutively lettered Schedules to this Agreement, conforming to the general format of Schedules initially attached hereto. Each Schedule operates as an amendment to this Agreement, (subject to execution by the Customer and the Company). The terms and conditions of this Agreement will apply separately to each Schedule, except as otherwise expressly set forth in the Schedules or other terms and conditions of this Agreement.

- 1.4 Conflicting or Inconsistent Terms.** Where possible, the terms of this Agreement and the terms of each Schedule will be construed consistently. To the extent that any terms or conditions set forth in an attached Schedule conflict or are otherwise inconsistent with the terms and conditions of the main body of this Agreement, the terms and conditions of the Schedule will be controlling.
- 1.5 Definition of Curriculum Crafter® Tool.** “Curriculum Crafter® Tool” means, for each Schedule, the Tool and Content Areas described in the Schedule and for which an Access License will be provided by the Company to the Customer. The term “Curriculum Crafter® Tool” shall also include any and all the Company Standard Enhancements (as defined in Article 1.5) as may be provided by the Company from time to time during the term of this Agreement.
- 1.6 Definition of the Company Standard Enhancements.** The Company Standard Enhancements mean, with respect to Curriculum Crafter® Tool, modifications, corrections, updates, upgrades, new releases or similar changes and additions to the Curriculum Crafter® Tool, as may be developed by the Company and provided to the Customer from time to time during the term of this Agreement as part of the “Customer Support Services” (defined in Article 1.9) provided to the Customer. The parties understand that the term “the Company Standard Enhancements” shall not include any “new” software developed by the Company or any total rewrites dictated by the state, and directed to features or functions separate, new and/or independent from features and functions of the Curriculum Crafter® Tool then being used by the Customer. All rights, title and interest in the Company Standard enhancements, including all proprietary rights associated therewith, shall be considered to vest in and be owned by the Company.
- 1.7 Definition of Documentation.** “Documentation” means materials (whether online, written, graphic or otherwise) provided to the Customer by the Company to facilitate and describe use of the corresponding Curriculum Crafter® Tool. Advertising or similar promotional materials provided by the Company shall not be considered part of the Documentation.
- 1.8 Definition of Customer Requirements.** “Customer Requirements” mean the system and communication specifications, supported web browsers with the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari or any other web browser that the Company agrees in writing shall be supported; which must be met by the Customer for proper use and function of the Curriculum Crafter® Tool.
- 1.9 Definition of Access License.** “Access License” means, with respect to each Schedule, a license granted by the Company to the Customer for access and use of the corresponding Curriculum Crafter® Tool. As set forth in the Schedules, each Access License is based on a range of the number of students associated with the Customer.
- 1.10 Definition of Customer Support Services.** “Customer Support Services” mean, collectively, telephone or online assistance in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services; and providing Customers with the Company Standard Enhancements.

- 1.11 Definition of Launch Date.** “Launch Date” means, for each Schedule, the date on which the Company makes the particular Curriculum Crafter® Tool available for access and use by the Customer. The proposed Launch Date is identified in each Schedule for the corresponding Curriculum Crafter® Tool.

II. CURRICULUM CRAFTER SOFTWARE ACCESS LICENSES

- 2.1 Access License.** The Company hereby grants to the Customer a personal, nonexclusive and non-transferable Access License to access and use the Curriculum Crafter® Tool identified in each attached Schedule, commencing upon the corresponding Launch Date unless terminated in accordance with other terms and conditions of this Agreement.
- 2.2 No Transfer of Proprietary Rights.** The access rights granted pursuant to the Access Licenses transfer neither title nor any proprietary rights to the Customer with respect to the Curriculum Crafter® Tool, related Documentation, or any portions thereof.
- 2.3 Scope of Access Licenses.** The Access Licenses allows the customer and all Customer's Authorized Users, to access and use the Curriculum Crafter® Tool only for the benefit of the Customer. The Curriculum Crafter® Tool shall not be used to provide any types of services to third parties, or otherwise used on a “service bureau” basis.
- 2.4 Copying of Documentation.** The Customer may copy the Documentation only for purposes of making backup and archival copies, as permitted under United States copyright law. All titles, trademarks, copyright notices and other proprietary markings must be reproduced on permitted copies (in the same form as affixed on the originals), and all terms and conditions of this Agreement shall also apply to the copies.

III. CUSTOMER REQUIREMENTS

- 3.1 Implementation.** On or before the Launch Date associated with a corresponding Schedule, the Customer shall meet all Customer Requirements as may be set forth in the Schedule.
- 3.2 Responsibility for Implementation and Costs.** The Customer shall have full responsibility for its own equipment and software as may be required for meeting the Customer Requirements. The Company shall have no responsibilities or liability whatsoever for purchase, license, installation, implementation, operation or ongoing maintenance for equipment or software necessary to meet the Customer Requirements.

IV. FEES/TAXES

- 4.1 Fees.** In consideration for the duties and obligations of the Company as set forth hereunder, and the grant of the Access Licenses to the Customer for use of the Curriculum Crafter® Tool, the Customer shall pay to the Company the fees described in the Schedules for the corresponding Curriculum Crafter® Tool. All fees shall be due and payable by the Customer on or before the due dates set forth in the Schedules or, if no due dates are described, within thirty (30) calendar days following the date of the Company's invoice for the fees. All unpaid amounts shall be subject to late charges of 1.5 percent (1.5%) per month (from the due date) or the non-usurious rate under applicable law, whichever is less.
- 4.2 Taxes.** Any sales, use, excise, service, personal property, or other taxes (whether international, federal, state or local) which may be imposed with respect to this Agreement, the services provided by the Company or other transactions contemplated hereby shall be paid by the Customer. In the event the Customer considers itself exempt from any state or other taxes, the Customer must provide the Company with a copy of the Customer Certificate of Tax-Exemption upon request.

V. PROTECTION OF PROPRIETARY INFORMATION AND OBLIGATION OF NONDISCLOSURE

- 5.1 Curriculum Crafter® Tool and Documentation.** The customer agrees to use the Curriculum Crafter® Tool and related Documentation only as provided in this Agreement and related Schedules. The Customer understands that the functions and operations of the Curriculum Crafter® Tool constitute valuable propriety information and technology which are the property of the Company. The Customer shall not disclose or permit disclosure of the Curriculum Crafter® Tool or the contents of the Documentation to anyone other than its employees for purposes of carrying out the rights, duties and obligations of the Customer pursuant to this Agreement except as required by law. The Customer will notify its employees permitted access to the Curriculum Crafter® Tool of their obligations under this Agreement with respect to use, protection and security of the Curriculum Crafter® Tool.

VI. TERM/TERMINATION

- 6.1 Term.** The term of this Agreement shall commence as of the Effective Date unless terminated by either party in accordance with other terms and conditions of this Agreement.
- 6.2 Termination by the Customer.** The Customer may terminate this agreement upon ninety (90) days written notice and agreement to pay a termination fee equal to 50% of the value of the remaining payments due under the Agreement through the end of the current term. Customer will pay the termination fee within thirty (30) days of termination.

- 6.3 Termination by the Company.** The Company may terminate this agreement immediately upon written notice in the event Customer defaults in the performance of any of the terms and conditions of this agreement, including the failure to make payment as agreed herein, in which case the balance of the monies due and for the unexpired term of the Agreement will become immediately due and payable, together with interest at the maximum legally allowable rate. Customer agrees to pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting customer's account; or in the event the Company service is, by any cause beyond the control of the Company, destroyed or so substantially damaged that it is commercially impractical to continue service to Customer members; or as provided in Article 7.2 relating to expiration.
- 6.4 Termination for Cause.** In the event either party commits a material breach of this Agreement (including failure to make any payments when due), and should such breach not be corrected within thirty (30) days after receipt of written notice from the non-defaulting party, this Agreement may be terminated by the non-defaulting party without further notice.
- 6.5 Effect of Termination.** In the event of termination of this Agreement for any reason whatsoever, the Access License rights granted to the Customer shall be of no further force or effect whatsoever. Within thirty (30) days following termination, the Customer shall return to the Company or otherwise destroy or permanently purge all copies of the Documentation then in the possession or under the control of the Customer.

VII. CUSTOMER SUPPORT SERVICES

- 7.1 General.** . For the Curriculum Crafter® Tool as described on the website, the Company shall provide the Customer with "Customer Support Services." (Defined in Article 1.9)
- 7.2 Initial Service Periods and Renewals.** For the Curriculum Crafter® Tool identified in a corresponding Schedule, the Customer Support Services shall be provided for an "Initial Service Period" commencing upon the corresponding Launch Date and continuing for a period of thirty-six (36) months thereafter with an option to renew up to an additional thirty six (36) months thereafter if customer notifies the Company at least sixty (60) days prior to the end of the Initial Service Period. After the Initial Service Period, if the Customer does not choose the 36-month renewal option, the Customer Support Services shall automatically be renewed and continue in effect for successive twelve (12) month periods ("Renewal Periods"), unless terminated by the Customer upon at least thirty (30) days written notice to the Company prior to the end of the Initial Service Period or the then current Renewal Period, as the case may be. The Company shall have no right to cease providing the Customer Support Services, except in the event that the Company ceases to provide support services to its educational customers in general for the Tool or particular Content Areas (or for use of the Tool or Particular Content Areas with specific processor, system software or web-based configurations). In the event the Company terminates any of the Customer Support Services in accordance with the foregoing, the Company shall provide the Customer with at least ninety (90) days prior written notice of such termination. Termination of the Customer Support Services for any reason whatsoever, and whether such termination occurs

by the Customer or the Company, shall not affect the Access Licenses granted to the Customer by the Company, and such Access Licenses shall continue to remain in effect unless terminated in accordance with other terms and conditions under this Agreement.

7.3 Information Regarding Failures. The Customer agrees to provide reasonable information regarding the nature and scope of failures with respect to the functional operations of the Curriculum Crafter® Tool.

VIII. WARRANTIES/INDEMNIFICATIONS

8.1 Curriculum Crafter® Tool. For each Access License for Curriculum Crafter® Tool acquired by the Customer, the Company warrants that the corresponding Curriculum Crafter® Tool shall perform substantially in accordance with specifications set forth in the Documentation identified in the corresponding Schedule and website, for a period commencing upon the Launch Date and continuing for so long as Customer Support Services are being provided to the Customer for the corresponding Curriculum Crafter® Tool. If the Curriculum Crafter® Tool fails to perform in accordance with the specifications, the Customer's sole remedy is to notify the Company in writing within [thirty (30) days] of nonperformance and for the Company to undertake reasonable efforts to correct the nonperformance.

8.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE VIII, THE COMPANY MAKES NO WARRANTY WITH RESPECT TO THE CURRICULUM CRAFTER® TOOL OR THE COMPANY'S PERFORMANCES OF SERVICES UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, AND THE COMPANY HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS PROVIDED BY CURRICULUM CRAFTER® TOOL WILL BE ERROR FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE.

8.3 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. The Company does not control the flow of data to or from the Company's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt the Customer's connections to the Internet (or portions thereof). The Company cannot guarantee that such events will not occur. ACCORDINGLY, THE COMPANY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO ACTIONS OR FAILURES TO ACT OR PERFORM BY OR UNDER THE CONTROL OF THIRD PARTIES (COLLECTIVELY, "THIRD PARTY EVENTS"), AND IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE) THAT ARE ATTRIBUTABLE TO THE PUBLIC INTERNET INFRASTRUCTURE OR THE CUSTOMER'S ABILITY TO CONNECT TO THE INTERNET OR ANY THIRD PARTY EVENTS.

8.4 Limitation of Liability and Third-Party Indemnification. The Company shall not be liable to Customer or any third-party for special, incidental, punitive, indirect or consequential damages of any kind in connection with or arising out of this Agreement or the furnishing, performance or use of the Curriculum Crafter® Tool, or services acquired from the Company (however arising, under any theory including, but not limited to, negligence, contract or strict liability), including, but not limited to, interrupted communications, lost data, lost revenue, lost profits, loss of technology, loss of rights or services and/or damages that result from inconvenience, delay or loss of use of any information or data, even if the Customer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy herein. The Company's liability hereunder for damages shall not, in any event, exceed the amounts actually paid by the Customer to the Company for use of the Curriculum Crafter® Tool as to which the claim arose. To the extent authorized by law, the Customer shall indemnify and hold the Company harmless from all claims and demands of any third parties arising from the use by the Customer of the Curriculum Crafter® Tool; provided, however, that the Company promptly notifies the Customer of any such claim, permits the Customer to defend with counsel of its own choice, and gives the Customer reasonable assistance and information in the defense thereof.

8.5 Force Majeure. The Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Silversmith, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8.5 Causes of Action. No action arising out of any claimed breach of this Agreement or the transactions contemplated hereunder may be brought by either party pursuant to Michigan law.

IX. GENERAL PROVISIONS

9.1 Independent Contractors. The Customer and the Company, for all purposes hereunder, shall be considered independent contractors. This Agreement is not intended in any manner to create the relationship of principal and agent between the Customer and the Company, nor shall this Agreement be deemed to have established a partnership or joint venture. Neither party shall have any authority to vary, alter or enlarge any of the other party's obligations hereunder, or to make representations, warranties or guarantees on behalf of the other party.

9.2 Non-assignment. Neither this Agreement, nor any rights hereunder, may be assigned, delegated, or otherwise transferred by the Customer, in whole or in part, whether voluntary or

by operation of law, without the prior written consent of the Company, which shall not be unreasonably withheld.

- 9.3 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Company and Customer and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms.
- 9.4 **Notices.** Any notice of termination or breach of this Agreement shall be in writing and transmitted by facsimile, email or mailed to the parties at their respective addresses shown at the outset of this Agreement, or at such other address as a party may substitute by written notice. Any such notice transmitted by facsimile shall be deemed to be given one (1) day following transmittal, and any mailed notice shall be deemed to have been given three (3) days following the date of posting by certified mail, return receipt requested.
- 9.5 **Entire Agreement.** This Agreement (including associated Schedules), and any on-line agreements associated with use of the Curriculum Crafter® Tool and agreed to by the Customer, contain the entire agreement of the parties with respect to their subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth therein. This Agreement may be modified or amended only by written instrument executed by authorized representatives of both of the parties hereto. No term, provision or condition of any purchase order or acknowledgement form which either party may use in connection with the licensing of the Curriculum Crafter® Tool shall have any effect on the rights, duties or obligations of either party in accordance with this Agreement.
- 9.6 **Waiver.** No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach.
- 9.7 **Confidential Information.** All non-public, confidential, or proprietary information of the Company, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the Company to Customer, whether disclosed verbally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement, and may not be disclosed or copied unless authorized in advance by the Company in writing. Upon the Company's request, Customer shall promptly return all documents and other materials received from the Company. The Company shall be entitled to injunctive relief for any violation of this Article. This Article does not apply to information that is: (a) in the public domain; (b) known to Customer at the

time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

9.8 Publication. The Customer agrees that the Company shall have the right to publicize the existence of this Agreement and shall be permitted to issue a standard release of the Customer's name, through the Company's marketing channels (e.g., website, press release, etc.).

9.9 Binding Effect. This Agreement binds and inures to the benefit of the parties hereto and their respective successors and permitted assigns.


9.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other terms or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Follows Below]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth at the outset thereof.


CUSTOMER

Date: 3-27-2020

By: 
Title: Board President

CURRICULUM CRAFTER LLC

Date: 3/27/20

By: 
Title: CEO

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SCHEDULE A
Curriculum Crafter® Tool Sales Contract

Date:

Customer Information

Organization/District:

District Name: Multicultural Academy

Address: 5500 Platt Rd.

City/State/Zip: Ann Arbor, MI 48108

Phone: 734-677-0732

Purchasing Agent:

Name: Mohana Mukherjee

Title: Administrator

Phone Number: 734-677-0732

Email: mmukherjee@macademyk8.com

(Note: List below the person who will be designated “Curriculum Crafter® Administrator” and who will actively manage and administer the tool within the school/district.)

Curriculum Crafter® Administrator:

Name: Mohana Mukherjee

Title: Administrator

Phone Number: 734-677-0732

email: mmukherjee@macademyk8.com

Agency/District Information

Total Student Population: 200

Grade Levels: (e.g. K-12): P-8

"School District" has agreed to purchase from Curriculum Crafter LLC the following:

Total Purchase Price & Payment Terms

Curriculum Crafter® Tool V 2.0 & Content

ELA, Math, Social Studies and Science.

TOTAL ANNUAL SUBSCRIPTION FEES:

Year 1: \$4,000 Payment due on or before March 1, 2020

Year 2: \$4,000 Payment due on or before March 1, 2021

Year 3: \$4,000 Payment due on or before March 1, 2022

60 days prior to the end of the 3-year service term, School District can renew this agreement and will receive the discounted price of \$4000/year for up to an additional 3 years.

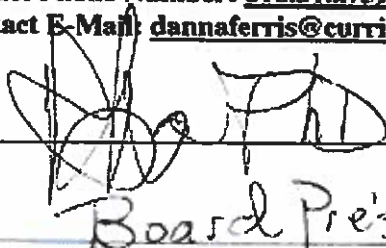
Special Terms:

With payment for K-12 content, customer will receive full access to the Curriculum Crafter® Tool and content

3 Year Prepaid Discount: If customer chooses to prepay the entire 3-year contract, customer we receive a 10% prepay discount in the amount of \$400 for a total one-time payment of \$10,800.

Curriculum Crafter® Contact Name: Danna Ferris
Curriculum Crafter® Contact Phone Number: 616.318.7591
Curriculum Crafter® Contact E-Mail: dannaferris@curriculumcrafter.com

Customer's Signature: _____

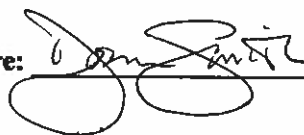


Date: 3-27-2020

Customer's Title: _____

Board President

Curriculum Crafter LLC Representative's Signature: _____



Date: 3/27/20

Curriculum Crafter LLC Representative's Title: _____

CEO

Email to: Danna Ferris, dannaferris@curriculumcrafter.com

When a signed Sales Contract and License Agreement are received, Curriculum Crafter will generate an invoice to be sent for payment.