

USER LICENSE AGREEMENT

(Enacted 2022)

This is the End User License Agreement (“Agreement”) between you and the Rector and Visitors of the University of Virginia for use of the STREAMin³ Curriculum Model.

This Agreement represents, and you agree it represents, the complete licensing agreement between the parties regarding the STREAMin³ Curriculum Model and governs your access to and use of the curriculum.

This copy of UVA’s STREAMin³ Curriculum Model and accompanying documentation is licensed and not sold. The STREAMin³ Curriculum Model is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. UVA or its subsidiaries, affiliates, and suppliers (collectively "UVA") own intellectual property rights in the STREAMin³ Curriculum Model. The Licensee's ("you" or "your") license to download, use, copy, print, or share the STREAMin³ Curriculum Model is subject to these rights and to all the terms and conditions off this Agreement.

Acceptance and Agreement to Terms

You must agree to all of the terms of this Agreement for access to the STREAMin³ Curriculum Model and training materials. Select “Agree and Continue” to view, use, download, print, and copy the STREAMin³ Curriculum Model and training materials.

If you do not agree to all of the terms of this Agreement, do not select “Agree and Continue,” which will prevent you from viewing, printing, using, or copying the STREAMin³ Curriculum Model.

License Grant

This Agreement entitles you to download, print, and use the STREAMin³ Curriculum Model consistent with the terms herein. You may also share the STREAMin³ Curriculum Model with other registered users. If you choose to share with other registered users, it is your obligation to confirm such user is in fact a registered user.

Restrictions on Transfer

Without first obtaining the express written consent of UVA, you may not assign your rights and obligations under this Agreement, or encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the STREAMin³ Curriculum Model in whole or in part.

You may freely exchange STREAMin³ Curriculum Model with other registered users and it is incumbent upon you to ensure whoever you exchange the STREAMin³ Curriculum Model with is a registered user.

Restrictions on Use

The STREAMin³ Curriculum Model is being provided by UVA for use by eligible

programs, schools, teachers, and Virginia Department of Education trainers within Virginia. You may elect to download and use any or all of the versions of the curriculum and training materials provided on the [STREAMin3](#) website.

You may not decompile, “reverse-engineer,” disassemble, or create derivative works of the STREAMin³ Curriculum Model or training materials.

Copyright

No ownership or copyright in the STREAMin³ Curriculum Model shall pass to you by the issuance of the license contained in this Agreement. Except as expressly stated in this Agreement, UVA grants you no right or license, express or implied, to the licensed material.

Prohibition on Modifications

You are permitted to adapt the curriculum activities to individualize instruction for personal use to meet the needs of children in your classroom or program. You are permitted to adapt the training materials to individualize instruction for the educators you support. STREAMin3 is not responsible for any loss of quality caused by these modifications. You are permitted to develop supplemental resources for use alongside the STREAMin³ Curriculum Model but are not permitted to create any derivatives that compromise the integrity of the original content.

Unauthorized Use and Termination

Any use of the STREAMin³ Curriculum Model in a manner not expressly authorized by this Agreement constitutes copyright infringement, entitling UVA to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.

UVA reserves the right to terminate this Agreement in the event you: (i) enter the Agreement after having received notice of unauthorized use from UVA relating to the STREAMin³ Curriculum Model (ii) provide inaccurate information regarding the proposed use of the STREAMin³ Curriculum Model at the time of entering the Agreement; or (iii) otherwise breach the terms of this Agreement. Upon termination, you must immediately (i) stop using the STREAMin³ Curriculum Model; and (ii) destroy or, upon the request of UVA, return to UVA all copies of the STREAMin³ Curriculum Model.

Audit/Certificate of Compliance

Upon reasonable notice, UVA may, at its discretion, either through its own employees or through a third party, audit your records directly related to this Agreement and use of the STREAMin³ Curriculum Model in order to verify compliance with the terms of this Agreement. Where UVA reasonably believes that the STREAMin³ Curriculum Model is being used outside of the scope of the license granted under this Agreement, you shall, at UVA's request, provide a certificate of compliance signed by you or an officer of your organization, in a form to be approved by UVA.

Electronic Storage

You must retain the copyright symbol, the name of UVA and any other information as may be embedded in the electronic file containing the original STREAMin³ Curriculum Model.

Withdrawal

Upon notice from UVA, or upon your knowledge, that any of the STREAMin³ Curriculum Model may be subject to a claim of infringement of another's right for which UVA may be liable, UVA may require you to immediately and at your own expense: (i) stop using the STREAMin³ Curriculum Model; (ii) delete or remove the STREAMin³ Curriculum Model from your premises, computer systems and storage (electronic or physical); and (iii) ensure that your authorized users do likewise.

Uniform Computer Information Transactions Act

You agree and acknowledge that, to the maximum extent allowed by law, the Uniform Computer Information Transactions Act or "UCITA" will not apply, in whole or in part, to this Agreement and any and all rights arising from UCITA are waived, whether set forth in any statute or regulation of Virginia, including Va. Code Ann. §59.1-501.1 et seq., or of any state, and whether applicable at the time of Agreement or at any time thereafter.

Disclaimer of Warranties and Limitation of Liability

The STREAMin³ Curriculum Model is provided "as-is." Unless otherwise expressly agreed to in writing by UVA, UVA does not make, and hereby disclaims, any and all warranties, express or implied, in fact or in law, including, but not limited to, any implied warranties of merchantability, quality, accuracy, or fitness for a particular purpose.

UVA makes no warranty that the STREAMin³ Curriculum Model will meet your curriculum requirements, student needs, or operate under your specific conditions of use. UVA makes no warranty that use of the STREAMin³ Curriculum Model will be secure, error free, or free from interruption.

UVA makes no express or implied warranties that your use of the STREAMin³ Curriculum Model will not infringe any third-party patent, copyright, trademark, or other third-party intellectual property rights. UVA makes no representation as to the usefulness of the STREAMin³ Curriculum or the results from its use. If you choose to use the STREAMin³ Curriculum Model, you do so at your own risk. You must determine whether the STREAMin³ Curriculum Model sufficiently meets your requirements. You bear sole responsibility and all liability for any loss incurred due to the failure of the STREAMin³ Curriculum Model to meet your requirements. UVA will not, under any circumstances, be responsible or liable for the loss of data on any computer or information storage device.

Under no circumstances shall UVA, its directors, officers, employees, or agents be liable to you or any other party for indirect, consequential, special, incidental, punitive, or exemplary damages or any kind (including lost revenues or profits or loss of business) resulting from this agreement, or from the furnishing, performance, or use of the STREAMin³ Curriculum Model, whether due to a breach of contract, breach of warranty, or the negligence of UVA or any other party, even if UVA is advised beforehand of the possibility of such damages. To the extent that applicable jurisdiction limits UVA's ability to disclaim any implied

warranties, this disclaimer shall be effective to the maximum extent permitted.

Limitation of Remedies and Damages

You agree to indemnify and hold UVA harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

Governing Law, Jurisdiction and Costs

This Agreement is governed by the laws of the Commonwealth of Virginia.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.