LEGO® EDUCATION

LEGO® Education Academy Program Agreement

THIS AGREEMENT (this “Agreement”) is entered into as of __________ 20___ (the “Effective Date”), by and between LEGO Brand Retail, Inc., doing business as LEGO® Education (the “Company”), and _____________________ (the “Contractor”).

The Company has developed and conducts workshops and related training programs known as the LEGO® Education Academy (the “LEGO® Education Academy”) to train teachers in the use in the classroom of the LEGO® MINDSTORMS® Education EV3 solution and other LEGO® Education products as listed in the LEGO® Education Main Catalog and the LEGO® Education Preschool Catalog, as each is amended from time to time and any time by the Company (the “LEGO® Education Products”).

Contractor desires to be certified as a LEGO® Education Academy trainer and have a license to offer workshops and training in LEGO® Education Products for the professional development of teachers.

Accordingly, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. Appointment. Subject to the terms and conditions set forth below, the Company hereby grants to the Contractor during the term of this Agreement the non-exclusive right to promote, market and conduct in-person workshops and training in LEGO® Education Products in __________ (the “Territory”) for the professional development of teachers, and the Contractor hereby accepts such right and the obligations described herein. Contractor agrees not to conduct any workshops or training other than in-person training where both the individual(s) conducting the training, and the individuals being trained, are located in the same school or other building in the Territory. Examples of prohibited activities for the Contractor include, but are not limited to, the conduct of Internet or Web-based training and the preparation, use, lease, license or sale of video or sound recordings of training sessions or workshops.

2. Use.

   (a) The Company hereby grants to Contractor during the term of this Agreement a personal, nonexclusive, nontransferable, nonassignable license to use the trademarks, tradenames, service marks and service names of the LEGO® Group identified in the current LEGO® Education General Trademark Guidelines attached as Exhibit A to this Agreement (the “LEGO® Trademarks”) solely for the purpose of promoting, marketing and conducting in-person workshops and training in accordance with this Agreement; provided, however, that Contractor shall not use any LEGO® Trademark in any manner, including without limitation in written or Internet marketing or promotional materials, without the prior written consent of Company of each such use. The use of the LEGO® Trademarks by the Contractor shall conform to the LEGO® Education General Trademark Guidelines as in effect from time to time and the conditions of any approval of such use imposed by Company.

   (b) Contractor shall conduct all activities related to this Agreement in conformance with the LEGO® Group Code of Conduct and the LEGO® Group Position Paper on Marketing to Children, each as in effect from time to time, and Contractor hereby acknowledges that it has received a copy of the current version of each of the LEGO® Group Code of Conduct and the LEGO® Group Position Paper on Marketing to Children.
3. **Workshops and Training Programs.** Each workshop or training in LEGO® Education Products conducted by the Contractor shall be conducted in strict conformance with the guidelines set forth in Exhibit B to this Agreement, as amended from time to time and any time by the Company. The Contractor has the right to set the participant fee for any workshop or training program conducted by the Contractor so long as the daily rate per participant does not exceed $500 unless previously agreed to in writing by the Company. Contractor is responsible for collecting all fees from workshop and training program participants.

4. **Duties of the Company.** The Company shall provide the following services and goods to permit the Contractor to obtain the training and property necessary to conduct certified LEGO Education Academy training for teachers:

   (a) Provide an initial three-day LEGO® Education Academy certification workshop (the "Certification Workshop"), at a location chosen by the Company, for the benefit of the Contractor and its employees so that the Contractor can provide proper LEGO® Education Academy training.

   (b) Provide access to the LEGO® Education Academy portal, located at https://academy.legoeducation.us/login.aspx?ReturnUrl=%2fdefault.aspx, for use by the Contractor to register each and every participant (a "Participant") in a workshop or training program conducted by the Contractor.

   (c) Sell to the Contractor a "LEGO® Education Academy Teacher Pack" (the "Teacher Pack") for each Participant who has completed the Contractor's workshop or training program and necessary survey on the website noted in 4.b above. The Contractor shall be entitled to purchase a Teacher Pack for each Participant for $50.00 each, either directly or with a coupon provided by the Company. Contractor shall not purchase a Teacher Pack for any purpose other than for Participants as provided in this section.

   (d) Issue to each Participant who successfully completes a Contractor-led workshop or training program an electronic certificate memorializing such workshop or program.

5. **Duties of the Contractor.** The Contractor shall at all times during the term of this Agreement use its best efforts to promote, market and conduct LEGO® Education Academy workshops and training programs and maintain and enhance the reputation and acceptance of the LEGO® Education Academy Products and workshops and training programs. Such efforts shall include, without limitation, the following, each of which shall be accomplished at the Contractor's sole cost and expense except as expressly provided below:

   (a) Ensure that every employee of Contractor who will be conducting the workshops and other training sessions first must successfully (i) complete the three-day LEGO® Education Academy Certification Workshop and (ii) schedule and conduct in accordance with the Guidelines a training session or workshop, of a duration of a minimum of ____ (__) hours and with a minimum of ____ (__) paying Participants, in the presence of a LEGO® Education Academy certified master trainer. The successful completion of the Certification Workshop and conduct of the training session or workshop shall be determined by the Company in its sole discretion. The Contractor shall pay in advance to the Company the $1,500 charge (the "Workshop Charge") for each employee who takes the Certification Workshop and shall be responsible for all travel and other expenses associated with their participation in the Certification Workshop.
(b) Promote and market LEGO® Education Academy workshops and training programs to be conducted by the Contractor in accordance with this Agreement.

(c) Register each and every Participant in a Contractor LEGO® Education Academy workshop or training program on the website described in Section 4(b). Such registration shall include a description of the subject, location, length and date of the workshop or training program and the name and email address of the Participant (to permit the preparation and issuance of the certificate described in Section 4(d)).

(d) Follow the LEGO® Education Academy Guidelines when conducting the workshops and training programs.

(e) Provide all of the hands-on materials that will be used by Participants at its LEGO® Education Academy workshops and training programs and the LEGO® Education Academy Teacher Pack as described in Section 4(c).

(f) Pay for all fees incurred to host and conduct the workshops and training programs, including the room fee and the compensation and expenses of presenter(s).

6. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, [Year]; provided, however, that either party may terminate this Agreement without cause by providing the other party with at least thirty (30) days' prior written notice thereof, and provided further that either party may terminate this Agreement if the other party materially breaches any provisions of this Agreement and such breach is not corrected within ten (10) days after receiving a written notice thereof stating with reasonable particularity the nature of such breach. Upon the expiration or earlier termination of this Agreement, the Contractor shall pay all sums that are then due under this Agreement, and the Contractor shall return or destroy, at the Company's election, all confidential information and LEGO® Education materials in the possession or control of the Contractor. Sections 6 through 23 of this Agreement shall survive the expiration or earlier termination of this Agreement.

7. **Confidentiality.** Contractor acknowledges that it will acquire and have access to information that is highly confidential and proprietary to the Company. All such information whether printed, written, oral or in answer to a special inquiry, relating to the terms of this Agreement or any LEGO® Education Academy product or program, product design, idea, project, program, specification, application, routine, sub-routine, technique, formula, patent and/or its employees or agents, except as otherwise indicated in this Agreement, is and shall remain the property of the Company. The Contractor shall treat all such information as confidential and proprietary and shall use such information solely for the promotion and sale of the LEGO® Education Academy programs and products by the Contractor in the Territory. The Contractor shall not disclose or use such information for any other purpose without the prior written consent of the Company, except as provided in this Agreement, and shall cause its employees, agents and representatives to abide by this confidentiality requirement. Nothing in this Agreement shall prevent the disclosure of confidential information that: (a) was public knowledge prior to the date of this Agreement; or (b) was received by the Contractor from a third party that had the right to disclose it and imposed no obligation of confidentiality on the Contractor with respect to such information.

8. **Indemnification.** The Contractor agrees to indemnify and hold the Company harmless from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Company that result from (i) the acts or omissions of the Contractor or its employees or agents, (ii) a breach of this Agreement by the Contractor or Contractor’s employees or agents, and/or (iii) the enforcement of this indemnity.
9. **Conflict of Interest.** Contractor warrants to Company that Contractor does not currently represent or promote any Competing Products. During the term of this Agreement, and for a period of one (1) year immediately following the expiration or termination of this Agreement, Contractor shall not, directly or indirectly, represent, promote or otherwise try to sell within the Territory any Competing Products or provide assistance to or consult with any person or entity in connection with the sale or promotion of Competing Products in the Territory. Contractor shall provide Company with a list of the companies and products that Contractor currently represents and shall notify Company in writing of any new companies and products at such time as Contractor's promotion of those new companies and products commence. For purposes of this Agreement, "Competing Products" shall mean VEX and VEX Robotics products, K'NEX and the K'NEX building toy system products, Parallax products, Gears and Gears Educational Systems products, similar educational building and robotics programs and kits and engineering and mechatronics kits, and construction toys.

10. **Independent Contractor.** Contractor is an independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other, (b) constitute the parties as partners, joint venturers, co-owners or otherwise, or (c) allow Contractor to create or assume any obligation on behalf of Company for any purpose whatsoever. Neither Contractor nor any of its employees or agents is an employee of Company and each of the foregoing is not entitled to any Company employee benefits. Contractor shall be responsible for paying all income taxes and other taxes charged to Contractor on amounts earned hereunder. All financial and other obligations associated with Contractor's business are the sole responsibility of Contractor.

11. **Limitation on Liability.** In the event of the expiration or termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other because of the expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company or Contractor.

12. **Notices.** 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 overnight courier service (charges prepaid), or (c) sent by facsimile to the recipient (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day). Such notices, demands and other communications shall be sent to the address of the recipient shown on the signature page. Any party may change its address for notice purposes by written notice to the other parties. Notices shall be deemed to have been received at the earlier of actual receipt or three days after deposit with an express overnight courier, as provided above.

13. **Assignment.** Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by either party without the prior written consent of the other party, except that the Company may assign its rights under this Agreement to any member or affiliate of the LEGO Group. Any assignment or purported assignment in violation of this provision shall be void and of no effect.

14. **Amendment.** The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by both parties.
15. **No Waiver.** The failure of either party to insist on performance or enforce any obligation hereunder shall not waive such party's right to demand strict compliance therewith in the future.

16. **Entire Agreement.** This Agreement constitutes the full and complete statement of the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements.

17. **Injunctive Relief.** Contractor acknowledges and agrees that the Company would be irreparably damaged in the event that any of the obligations of Contractor hereunder were not performed by Contractor in accordance with its specific terms or are otherwise breached. Accordingly, Contractor agrees that the Company shall be entitled to demand and obtain specific performance, including temporary, preliminary and permanent injunctive relief, to prevent a breach of this Agreement by Contractor and shall have the right to specifically enforce this Agreement and the terms and provisions hereof against Contractor, without posting a bond or other security, in addition to any other remedy to which the Company may be entitled at law or in equity.

18. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, them such provision shall be deemed to be written, construed, and enforced as so limited.

19. **Headings.** Headings of this Agreement are inserted only as a matter of convenience and in no way define the scope of this Agreement.

20. **Counterparts.** This Agreement may be executed in multiple copies, each of which shall for all purposes constitute an original of this Agreement.

21. **Compliance with Laws.** Both parties will conduct their activities in compliance with all applicable laws and regulations, including import, export, customs, unfair competition, antitrust, advertising and consumer laws.

22. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and, to the extent permitted hereby, their legal representatives, heirs, successors and permitted assigns.

23. **GOVERNING LAW/JURISDICTION AND SERVICE.** THIS AGREEMENT SHALL BE CONSTRUED ACCORDING TO THE LAWS (OTHER THAN THE LAWS ON CONFLICTS OF LAWS) OF THE STATE OF CONNECTICUT. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY: (1) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR OUT OF ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, SHALL EXCLUSIVELY BE BROUGHT IN ANY CONNECTICUT OR UNITED STATES FEDERAL COURT LOCATED IN THE COUNTY OF HARTFORD; (2) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION, OR LEGAL PROCEEDING; (3) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR LEGAL PROCEEDING IN ANY OF SUCH COURTS; (4) AGREES THAT CONNECTICUT IS THE MOST CONVENIENT FORUM FOR LITIGATION OF ANY SUCH SUIT, ACTION, OR LEGAL PROCEEDING;
AND (5) AGREES THAT A SUMMONS AND COMPLAINT COMMENCI NG AN ACTION OR PROCEEDING IN ANY SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO IT AT ITS ADDRESS PROVIDED AT THE BEGINNING OF THIS AGREEMENT OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE OF CONNECTICUT.

Agreed to by the undersigned parties as of the Effective Date.

The Company:

LEGO BRAND RETAIL, INC.
d/b/a LEGO® EDUCATION

By: [Signature]

Name: [Signature]
Title: [Signature]

Address:
LEGO® Education
1005 East Jefferson, PO Box 1707
Pittsburg, KS 66762

Attn: Colin Gillespie,
Head of LEGO® Education North America
Facsimile No.: (620) 231-4767

Contractor:

High Point University

By: [Signature]

Name: Dr. Denny G. Bolton
Title: Executive Vice President

Address:
833 Montlieu Avenue
High Point, N.C. 27268

Facsimile No.: (336) 888-6339
General Trademark Guidelines

These are guidelines for the use of LEGO® trademarks on printed material and websites by LEGO Education Academy Contractors in the USA ("LE Sales Representatives").

Use of word mark

1. The word LEGO shall always be written in capital letters and always be followed by a noun. For example, refer to the LEGO products as “LEGO bricks” or “LEGO MINDSTORMS Sets”. LEGO shall not be referred to in a generic way, such as “LEGOS”, “LEGO’s” or “legos”.

2. The first time the word LEGO appears in a headline and on any page, it should be accompanied by the “®” registration symbol, unless it is part of a reference to a company name (e.g. LEGO System A/S, the LEGO Group).

3. The LEGO trademark must not be incorporated into an Internet or e-mail address.

Use of logo

4. The LEGO, MINDSTORMS and LEGO DUPLO trademarks shall always appear in their coloured version, and must not be used to replace the words LEGO, LEGO MINDSTORMS and LEGO DUPLO in ordinary text.

5. The LE Sales Representative’s own name/trademark must be significantly separated from the LEGO trademark on any page, website etc., i.e. the marks should be placed in separate corners of the page or at the top and the bottom of the page, respectively. The LEGO trademark shall always appear second on the page, so that there is no confusion regarding the identity of the sender.

Re. Identity:
On marketing material the LE Sales Representative’s name must appear right above LE Sales Representative’s address.

Where appropriate, there should also be an indication of the character of the co-operation with LEGO Education, e.g. “Authorised LEGO® Education Independent Sales Representative”.

The LE Sales Representative may refer to itself as a “LEGO® Education Independent Sales Representative” but may not represent itself to be a part of the LEGO Group.
6. The LE Sales Representative’s own name/trademark must appear in the same or larger type than the LEGO trademark.

7. The LEGO, LEGO Education, LEGO MINDSTORMS Education and LEGO DUPLO logos must never be used as part of the website header on LE Sales Representative’s websites. The identity of the sender must be clear. Always read the LEGO Education Brand Guidelines before using LEGO trademarks on a website. They are available for download from the LEGO Education Partner Site: www.LEGOeducationpartners.com

Legal line

8. On all material a legal line with the relevant trademarks must appear in close proximity to the LEGO trademark "LEGO, the LEGO logo and MINDSTORMS are trademarks of the LEGO Group" or as described in the agreement.

Copyright text

9. The following copyright text is to be added on all marketing material, literature, brochures, catalogues, leaflets, commercials, ads etc., where LEGO products, designs and trade dresses are used: “©20XX The LEGO Group.”

Summary/basic rules

The basic rules for preparation of material displaying the trademarks are as follows:

- Knob backgrounds can be used upon approval
- The LEGO logo must not be incorporated into ordinary text
- The LEGO trademark
  - must always be written in capital letters
  - must always be followed by a noun (e.g. "LEGO® bricks")
  - must never be joined to other words by a hyphen
  - must never be divided – even at the end of a line
  - must never be written in italics
  - must never have an "s" in the genitive case

How to write names correctly:

LEGO® products
LEGO® Education
LEGO® Education products
LEGO® MINDSTORMS® Education

For questions regarding the above or information on obtaining approval for use of the LEGO trademark and or logo, please contact Maria Jose Vazquez Vilarino (maria.vazquez@LEGO.com) at LEGO Education.

17.06.13
EXHIBIT B

Training and Workshop Guidelines