1 Parties and Commercial Schedule

This agreement covers a 12 month license to Ma’at’s supplemental RST collection. The parties are the licensor and district below. Complete all fields and attach the matching order, approved quote, and school roster before signing.

Agreement ID

Agreement effective date

Licensor legal contracting name

Ma'at Cultural Curriculum Consultants LLC

Licensor legal notice address

District legal contracting name

District legal notice address

District state and country

Number of participating schools

License start date

License end date

Annual license fee in USD

Approved quote and purchase order IDs

Approved school roster reference

Completed order form reference

Commercial fields must match the accepted order and quote. The approved order and quote control the fee, term dates, and licensed school roster. A signed negotiated addendum controls a conflicting agreement term; mandatory law always controls.

2 Materials and Permitted Use

1 Licensed Materials

The annual license covers the Grades 6 through 12 RST collection supplied for the term, including print and fillable student PDFs, teacher guides, answer keys, included quiz builders and setup instructions where available, and new RST titles released during that term. A delivery inventory identifies the files supplied. Separately sold books, posters, atlas products, professional development, and custom alignment are excluded unless expressly listed in the accepted order.

2 Grant and Authorized Users

During the paid term, Ma’at grants the district a nonexclusive, nontransferable license for internal instruction at the schools named on the approved roster. Authorized users are district educators, staff supporting those schools, and students enrolled at those schools. No additional per educator or per student fee applies within that scope. Other districts, outside organizations, and schools not on the roster are not licensed.

3 Classroom Permissions

Authorized educators may print student copies, project materials, share materials internally with authorized staff, and assign student files through district controlled learning systems with access limited to authorized users. Teachers may make internal instructional annotations and accessibility accommodations. Teacher answer keys and quiz builders must remain restricted to staff. Students retain ownership of their original responses.

4 Ownership and Restrictions

Ma’at retains its intellectual property and all rights not granted here. Identify any third party material by its supplied attribution and respect its applicable terms. Preserve copyright and ownership notices. Do not resell, sublicense, publicly post full files, distribute materials outside the licensed schools, or publish derivative collections without written permission. Classroom fillable PDFs are included. Ownership of source files is not transferred.

3 Fees, Delivery, and Annual Renewal

5 Fees and Activation

The accepted order states the annual fee and any separately approved services, taxes, and adjustments. Fees are in US dollars and fixed for that term. Unless the accepted order or mandatory law provides otherwise, invoices are payable within 30 days. The district supplies any valid tax exemption documentation. Activation requires a fully executed agreement, payment or a purchase order expressly accepted by Ma’at, and operational access controls under Section 15. Ma’at confirms the activation and term dates in writing.

6 Delivery and Support

Ma’at supplies the approved materials through district restricted access meeting Section 15. A public or code only download does not satisfy that requirement. An initial download link may expire after 30 days; this does not shorten the annual classroom use license. During the term, the district’s license administrator may request replacement delivery and new releases at terrence.knox@maatculturalcurriculum.com. Email support covers access and supplied file problems. Custom training and implementation services require an accepted separate scope.

7 Renewal Process

Ma’at will provide a renewal proposal approximately 60 days before expiration. The district should submit its updated roster, required authorization, and purchase order at least 30 days before the next term. Each renewal is a separate 12 month term requiring mutual written acceptance and any legally required district approvals. Continued possession of files, silence, or receipt of an invoice does not renew the license or authorize a card charge. Any new price must be disclosed in the renewal proposal and accepted before the next term begins.

8 School Count Changes

School additions require Ma’at’s written approval and a prorated additional charge before use. The accepted amendment states the school count, discount, fee and unchanged term end date. Reductions take effect at renewal without a midterm credit unless agreed. Renewal uses the next term’s approved school count and disclosed, accepted annual rates.

4 Technology, Privacy, and Public Funding

9 District Systems and Student Information

The district manages its own accounts, devices, classroom assignments, and access permissions. Fillable PDFs require a compatible PDF reader. Included Google Forms tools require teacher setup and applicable school permissions; objective items may be scored automatically, while writing and RACE remain teacher scored. Classroom grade importing depends on school settings. ClassLink and Clever access is governed by Section 15 and requires completed provider onboarding and district authorization. Direct gradebook integration and a hosted student work system require a separate agreement.

Ordinary file delivery does not require Ma’at to receive student education records. The district must not send such records for routine support. Rostering or any other service requiring Ma’at to process student information requires a separate approved data agreement before transfer. Each party protects nonpublic business information it receives, limits use to this agreement, and promptly notifies the other of confirmed unauthorized disclosure affecting that information, subject to applicable law.

10 Public District Authorization and Funding

The district is responsible for required procurement, board, budget, and signatory approvals. This agreement does not represent that a purchase qualifies for a bidding exception or a particular procurement method. Any obligation for a future fiscal period is subject to the lawful availability and appropriation of funds and applicable contracting requirements. Nothing here creates an unlawful multiyear commitment or overrides required public district terms.

If legally required funding becomes unavailable, the district will give prompt written notice and identify the affected period. The license ends at the last lawfully funded date; the district remains responsible for lawfully incurred amounts for materials and rights already supplied, subject to mandatory law. No penalty applies solely for lawful nonappropriation. Any prepaid amount attributable to a period the district is legally barred from funding will be reconciled as required by law.

5 Remedies, Expiration, and General Terms

11 Material Breach and Fees

A party may terminate for a material breach not cured within 30 days after written notice describing the breach. For a payment default, the cure period is 15 days after written notice, subject to mandatory law and any accepted district terms. Ma’at may restrict the affected distribution immediately to stop confirmed unauthorized public disclosure, while giving prompt notice and a reasonable opportunity to resolve the issue.

Digital fees are nonrefundable after authorized access is made available, except as required by law or this section. If Ma’at’s uncured material breach prevents the agreed licensed use, the district may end the affected license and receive a prorated refund of prepaid fees for the unused affected period. No learning outcome, test score, or agency endorsement is guaranteed. Ma’at will reasonably address confirmed material defects in the supplied files.

12 End of License

At expiration or termination, stop new copying, distribution, and instructional reuse under this annual license. Remove licensed files from active shared teaching folders and ongoing learning system assignments. Previously completed student work and copies required for legal records may be retained securely for those purposes; they do not authorize future instructional reuse. Existing separately purchased licenses remain governed by their own terms. A later renewal requires written authorization before instructional use resumes.

13 Liability and Public Rights

To the extent permitted by law, neither party is liable for indirect or consequential damages, and each party’s aggregate ordinary contract liability is limited to the annual fees paid or payable for the affected term. These limits do not reduce expressly required refunds or apply to fraud, willful misconduct, gross negligence, unauthorized intellectual property use, or nonwaivable legal rights. No public entity immunity is waived, and no duty to indemnify is created by this agreement.

14 Disputes and Written Changes

The parties will first seek resolution through their designated contacts. Mandatory law and required venue rules apply; otherwise the law and competent courts of the district’s named state govern. This agreement, accepted order, quote, roster, and signed addenda form the entire agreement. Amendments require mutual written acceptance. A purchase order does not silently add conflicting terms; legally required terms remain controlling. Invalid terms are severed only to the extent necessary.

6 District Access Code and Verification

15 Unique District Access and Account Controls

Upon written acceptance of each district order, Ma’at assigns a unique access code associated exclusively with the named district, approved school roster, and annual license dates. Ma’at delivers the secret code separately to the district’s verified license administrator. The code is an enrollment credential, not a transferable license, and must not be published or shared outside the licensed district. Provider district and school identifiers must match the approved license roster.

Before activation, Ma’at must bind the district code to the paid license and a verified district administrator. Each collection access requires an individually authenticated and authorized account, including ClassLink or Clever where approved. A code does not replace authentication. Verification requires control of an approved district email account or authentication through the district’s identity provider. An email address or domain typed into a form does not by itself verify identity. Any staff exception requires verified district administrator approval. Shared generic logins and code only access are not permitted.

The district designates an access administrator and approved domains in the order form. The administrator confirms eligible users, promptly removes departed or ineligible users, protects the code, and promptly reports suspected disclosure. Ma’at must be able to disable unauthorized accounts, revoke and replace an exposed code, and restrict access to the approved district and term. Code replacement must not extend the license dates.

Each annual renewal requires review of the approved school roster, administrator, domains, and user authorization. Ma’at issues a replacement unique code for the accepted renewal term. Without an accepted renewal, access expires at the end of the paid term. Teacher guides, answer keys, and quiz builders remain limited to authorized staff. Educators may distribute student materials only through the classroom channels allowed by Section 3.

ClassLink and Clever access requires provider registration, applicable agreements, district authorization, and successful testing. Required roster data must be minimized and covered by an approved data agreement. These controls do not represent that a portal or provider listing is already operating. Ma’at must confirm implementation in writing before access begins. Any delayed activation requires mutually confirmed term dates; the district is not charged for an unprovided access period. This section does not require direct gradebook integration or a hosted student account system.

Verified accounts and codes reduce outside access but cannot prevent an authorized user from copying or forwarding files. Distribution restrictions apply to downloads. The parties will cooperate on confirmed misuse while protecting personal information under applicable law.

7 Authorization and Signatures

Each signer confirms authority to bind the named party, completion of required approvals, and acceptance of this agreement with its referenced order, quote, school roster, and signed addenda. Do not sign an incomplete commercial schedule. Electronic execution may be used when agreed by both parties and accepted under applicable law and district procedures.

District Authorized Representative

Full legal name

Official title

Official email

Signature date

District signature or typed signing name

☐ If using the typed signing name, I intend it as my electronic signature and confirm my authority and all required district approvals.

Ma’at Authorized Representative

Full legal name

Official title

Official email

terrence.knox@maatculturalcurriculum.com

Signature date

Ma’at signature or typed signing name

☐ If using the typed signing name, I intend it as my electronic signature and confirm my authority to bind the licensor.

Signed addenda or exceptions reference

Use an approved signature platform or return a signed scan if preferred. Typed names alone provide no identity verification or tamper evident audit trail. Retain the signed agreement and all attachments.