

LICENSE AND AFFILIATION AGREEMENT

This LICENSE AND AFFILIATION AGREEMENT (the “Agreement”) is entered into effective as of June 10, 2021 (the “Effective Date”) by and between Citizens of the World Charter Schools, a California nonprofit public benefit corporation (“Licensor” or the “CWC Network”), and Citizens of the World Charter Schools – Cincinnati, an Ohio nonprofit public benefit corporation (“Licensee”).

RECITALS

WHEREAS, Licensee has been issued a charter contract by The Thomas B. Fordham Foundation (the “Sponsor”) for the operation of one or more charter schools in Cincinnati, Ohio (the “Schools”);

WHEREAS, the CWC Network’s core “Purpose” is to realize human potential by strengthening the bonds among us and developing true citizens of the world;

WHEREAS, the CWC Network’s “Mission” is to impact and expand the conversation about what an excellent education contains, requires and accomplishes;

WHEREAS, the CWC Network’s “Core Values” are:

Excellence. We demand lasting quality.

Diversity. We are better and stronger because of our differences.

Authenticity. We are our true selves in this work, and we are candid.

Community. We care deeply about people. We share and build partnerships. We celebrate, laugh, and seek joy, even in the tough times.

Change. We welcome the unknown, embracing the unexpected and new. We adapt to meet the ever-changing times. We find new ways.

WHEREAS, the CWC Network’s “Operating Norms” are as follows:

We operate with generosity of spirit. We assume the best. We strive to be empathetic and compassionate.

We operate with integrity. We align our beliefs with our actions. We don’t shoot elephants.

We operate with humility. We are respectful. We engage with an understanding that our experiences and perspectives are limited.

We operate with urgency and discipline. We know we can’t wait, yet we respect that change takes time, care and thought.

We operate as learners. We encourage vulnerability, poising ourselves for development and growth.

We operate with curiosity. We ask, “How? Why? Why not?” When facing challenges, we self-manage by turning to wonder.

We operate with the utmost professionalism. We do what we say we are going to do, when we say we are going to do it.

We operate with perspective. We celebrate wins, big and small. We share stories with each other that bring life to our work.

WHEREAS, the CWC Network aims to ensure that all licensees with which it enters into License Agreements provide an excellent public education that is academically rigorous, is socioeconomically, racially and culturally diverse, and builds community both within and outside of the schools in the CWC Network (the “CWC Schools”);

WHEREAS, CWC Schools serve diverse neighborhood communities, providing a high-quality education for all students ranging from Pre-Kindergarten through middle school with exceptional leadership at all levels and opportunities to participate in interactive, rigorous learning experiences with students from all backgrounds;

WHEREAS, CWC students will be prepared for success in college, a diverse society, and a global economy;

WHEREAS, Licensor holds all right, title and interest in and to trademarks and design marks for “Citizens of the World” and “Citizens of the World Charter School,” including but not limited to rights in connection with United States Trademark Registration No. 4,057,645 (collectively, the “Marks”);

WHEREAS, by way of this Agreement, Licensee desires to be a part of the CWC Network and to use the Marks in connection with nonprofit educational activities in the territory identified herein;

WHEREAS, Licensor and Licensee are mutually committed to co-creating and supporting public schools conforming to the Purpose, Mission, Core Values and Operating Norms of the CWC Network (collectively, the “CWC Way”);

WHEREAS, Licensor has provided and continues to provide Licensee with certain “pre-formation” services in order to alleviate certain technical and financial burdens on Licensee in the founding of the Schools, including, without limitation, assisting with the preparation and submittal of the initial charter petitions, providing funding for the formation and initial operations of Licensee and the Schools, assisting with the recruitment of the initial officers, directors and founding parents, assisting with the talent and facilities acquisitions, assisting with the preparation of Licensee’s federal tax-exemption application, and providing other administrative and technical support (collectively, the “Founding Support”);

WHEREAS, while significant autonomy in decision-making around creating and operating these schools will rest with Licensee – in keeping with Licensor’s interest in empowering local schools and communities – Licensor expects to continue to support Licensee and the Schools with critical academic, financial, administrative, technical and other forms of support that Licensee may need or reasonably request so that Licensee can concentrate its own resources on directly fulfilling the needs of its students, teachers, and families as well as delivering upon its Purpose and Mission, including, without limitation, the services set forth in **Exhibit A** (collectively, the “CWC Network Services”) all while ensuring that Licensee at all times adheres to standards that uphold the quality and reputation of Licensor’s brand and reputation and maintain the goodwill associated with the Marks; and

WHEREAS, Licensor and Licensee look forward to ongoing collaborative efforts, through dialogue, communication, interaction and mutual support, in co-developing the Schools and their operations, curriculum, environment, facilities, communities and educational experience and outcomes, all in furtherance of the CWC Network’s Purpose and Mission.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants and conditions contained herein, Licensor and Licensee hereby agree as follows:

SECTION 1: DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 1.1** “Educational Activities” shall mean nonprofit educational activities and programs for students in grades from Pre-Kindergarten through 8 including, without limitation, traditional academics and social-emotional learning, which shall be financially sustainable and designed to fulfill the CWC Network’s Purpose and Mission and which shall be aligned to the Philosophical Foundations. These will include the following instructional approaches and practices, curricular materials, and assessments (as the same may be amended from time to time by Licensor):
- (a) Instructional Approaches and Practices: Teaching for Understanding, Gradual Release of Responsibility, Differentiated/Personalized Learning, Workshop/Balanced Literacy, Data-Driven Instruction, Cognitively Guided Instruction, and Project-Based Learning;
 - (b) Curriculum: CWC Network Core and Recommended Curricular Materials; and
 - (c) Assessment: CWC Network Assessment Suite and Report Results.
- 1.2** “Liaison(s)” shall mean one or more executive level employees of Licensor appointed by Licensor to serve as a liaison to Licensee. Liaison(s) shall be responsible for maintaining ongoing and active communication and coordination between the parties to, among other things, ensure full implementation of the terms of this Agreement. The Liaison(s) shall coordinate Licensor’s provision of the CWC Network Services to Licensee.

- 1.3 “Marks” shall mean those trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, and any common law rights pertaining thereto, listed on **Exhibit B** attached hereto and for which Licensee is granted a non-exclusive license for use as further described herein.
- 1.4 “School” or “Schools” shall mean the Cincinnati public schools listed on **Exhibit C**.
- 1.5 “Territory” means the State of Ohio.

SECTION 2: LICENSE GRANT, NAMING RIGHTS AND RESTRICTIONS

- 2.1 **License.** As of the Effective Date, and subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-transferable, non-sub-licensable and non-exclusive license to use, reproduce and display the Marks in connection with its Educational Activities in the Territory and only with respect to Licensee and the Schools operated by Licensee (the “License”). Except with respect to the fees payable pursuant to Section 6.4 and allocable to the License, the License shall be non-royalty bearing.
- 2.2 **Licensor Naming Rights.** On all of its correspondence, websites, documents, signage, clothing, displays and marketing or advertising materials of any kind, each School shall prominently identify itself by the name of such School as set forth on **Exhibit C** and shall not refer to itself by any other name without the prior written consent of Licensor. In all cases, use of the Marks shall be in compliance with Licensor’s trademark guidelines as may be provided to Licensee from time to time. Each School operated by Licensee shall be listed on **Exhibit C**, which shall be updated by Licensor from time to time accordingly.
- 2.3 **Ownership of Marks.** Licensee acknowledges and agrees that the Marks, all applications and registrations therefor, and all associated rights, title and goodwill, are owned solely by the Licensor, and that Licensee shall never directly or indirectly contest Licensor’s ownership or the validity of the Marks. Licensee shall (i) assist and cooperate with Licensor to perfect, enforce or acquire Licensor’s rights, titles and interests in the Marks, (ii) use its best efforts to protect the Marks, and (iii) report promptly to Licensor any infringement of any of the Marks of which it has become aware. The License granted herein is not intended to be (and shall not be construed as) an assignment, and nothing herein confers on Licensee any right, title or interest in the Marks other than the limited rights of usage permitted by this Agreement.
- 2.4 **Marks Protection.** Licensor reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misuse of the Marks. Licensee shall provide reasonable assistance to and cooperate with Licensor in connection therewith as may be necessary to give effect to the foregoing. If

Licensor elects to initiate any action or proceeding in connection with the Marks, it may do so in its own name alone or may elect to join Licensee as a party. In the event that Licensor joins Licensee as a party, Licensee shall not object to such joinder.

- 2.5** Use and Other Marks. All use of the Marks shall inure solely to the benefit of, and on behalf of, Licensor. Licensee shall not use or apply to register any trademark that incorporates, includes, is a derivative of, or would tend to dilute any Mark that is the subject of this Agreement, except as expressly authorized herein. Licensee shall not transfer, sublicense or permit any third party the right to use any of the Marks, in whole or in part, without the prior written approval of the Licensor. Licensee agrees that it shall not apply for registration of any of the Marks or for any trademark, name, logo or other designation that Licensor believes, in good faith, to be confusingly similar to or which could dilute the distinctiveness of the Marks.
- 2.6** Non-disparagement. Licensee shall not use the Marks in a manner that is disparaging to or that could reasonably otherwise harm the goodwill associated with the Marks, or in any manner that suggests or implies a relationship between the parties other than the relationship that is set forth in this Agreement and any other agreements between the parties.
- 2.7** Use of Marks. Licensee shall at no charge to Licensor provide Licensor, at the times and for the purposes set forth below, with samples, copies or pictures of any and all goods, packaging, documentation, manuals, advertising, websites, marketing or other materials that bear any of the Marks or that Licensee intends to use or distribute in connection with the Marks (collectively, "Marks Materials"). Marks Materials constituting substantive external communications (e.g., press releases, advertising, parent manuals, etc.) shall be provided to Licensor for its approval prior to their distribution. Licensee shall endeavor to provide copies of all other substantive Marks Materials to Licensor prior to or reasonably contemporaneously with their distribution for its approval or consideration, as applicable. Licensee agrees that the quality of any websites, goods and services with which it uses the licensed Marks shall be comparable to the quality of websites, goods and services with which the Licensor uses the Marks, and shall substantially comply with the current Style Guide or other reasonable guidance provided by Licensor which may be updated or otherwise amended from time to time.
- 2.8** Future Claims. In the event that (i) there is a claim or demand made against Licensor or Licensee with respect to any Mark in any jurisdiction, or (ii) there is a determination in any court of competent jurisdiction or by any other governing authority that the right to use a Mark is unenforceable in any jurisdiction, Licensor may notify Licensee in writing that it is suspending or modifying the Licensee's right to use the relevant Mark in such jurisdiction until the applicable issue has been resolved. In the event of such a notice of suspension or modification, Licensee shall be permitted a reasonable period of time, not to

exceed thirty (30) days, to comply with such notice. Licensee shall be solely responsible and liable for any claim, demand, penalty or damages (including reasonable attorney's fees) (collectively, "Costs") arising from its continued use of any Mark after this period of time.

SECTION 3: QUALITY CONTROL

- 3.1** In order to maintain the quality of the Educational Activities and goodwill associated with the Marks, (i) Licensor (a) has provided and continues to provide the Founding Support, and (b) shall provide Licensee and the Schools, as applicable, the CWC Network Services, and (ii) Licensee, on behalf of itself and each School, agrees to comply with the provisions set forth in Sections 3.1(a)-(q), below, at all times.
- (a) Licensee shall at all times operate in a manner consistent with the CWC Way and shall comply with the charter for each School (the "Charter"). These require that Licensee provide a socioeconomically, culturally, and racially diverse community of students with an intellectually challenging learning environment that develops each individual student's confidence, potential, and individual responsibility as citizens of the world in which we live. Licensee shall achieve, with respect to each School:
1. Socioeconomic Diversity – Annual Board-adopted enrollment targets and recruitment efforts that ensure that a minimum of 40% of the lottery participants for each School are eligible for the National School Lunch Program ("FRL Eligible");
 2. Cultural and Racial Diversity – Annual recruitment efforts that ensure that families representing all members of the diverse target community described in the Charter for each School are aware of this public school option, to increase the likelihood that the demographic makeup of each School reflects the School's diverse community, as described in the approved charter school application for each School, including ethnic, cultural and racial representation. All actions taken to achieve cultural and racial diversity will be in strict adherence to the law and with the belief that diversity of all kinds is a strength;
 3. Academic Achievement – Annual academic goals – and measurable steps to attain such goals – that ensure students will demonstrate understanding of Ohio's Learning Standards, all Schools will "Meet" or "Exceed" the standards as defined by their Sponsor's Accountability Plan's Primary Academic Indicators, and any Alternative Accountability Academic Measures developed by the Sponsor. Notwithstanding the foregoing, the parties hereto understand and agree that each School should aim to achieve

Proficient or Advanced level results for 100% of its student population without gaps in subgroups and adopt goals through an annual strategic planning process that move toward this target. In addition, the Licensee shall ensure that (i) there are adequate systems in place to identify, track and report any significant achievement gaps between any subgroups represented within the School, such as FRL Eligible, students of color (by ethnicity), English Language Learners and others as identified, and (ii) there are no “significant achievement gaps” (as defined below) between the standardized testing results of any “statistically valid” (as defined below) subgroups within the School and those of the majority group of students attending the School. A “significant achievement gap” shall mean a difference of 15 percentage points or more. “Statistically valid” shall mean a sample large enough to protect the privacy of all students when reviewing the relevant testing data. The parties are aware that new state assessments may be adopted prior to the end of the initial term of this Agreement and, if so adopted, the parties in good faith shall recalibrate the Schools’ academic performance goals based on those new assessments, and shall amend this Section 3.1(a)(3) accordingly;

4. Educational Alignment – An instructional model that adheres to the philosophy/approach, instructional practices and educational program of the CWC Network, including as outlined in the approved Charter for such School and including the Educational Activities; and
 5. Community Engagement – Programs that involve all parents and the School community in the activities of the School, including but not limited to: site-based councils, School and community events, fundraising, and participation in student-led activities. Licensee shall ensure that tools are used to track, record and report levels of community engagement and support at regular intervals throughout the year. Licensee shall ensure that 90% of staff members participate in an annual stakeholder satisfaction survey and will use its best efforts to ensure that all staff members and substantially all families, without gaps in subgroups, participate in annual stakeholder satisfaction surveys.
- (b) Licensee agrees that the nature and quality of all Educational Activities shall conform to the minimum standards set by Licensor or such higher standards with respect to any School as may be required by (i) Licensor after good faith discussions with Licensee or (ii) the Sponsor. Licensee agrees that Licensor will require quality control tests and standards of financial viability, and shall have the sole right to determine, in good faith, whether the Licensee’s Educational

Activities meet such minimum standards or higher standards, as the case may be.

- (c) Licensor or its authorized representatives shall have the right, except as otherwise provided by law, to monitor and inspect Licensee's facilities and Schools at any reasonable time, including the right to visit and inspect Licensee's facilities, and Licensee shall allow Licensor or its authorized representatives to review and observe Licensee's programs, budgets, procedures, operations and Educational Activities, to confirm Licensee's compliance with this Agreement.
- (d) Licensee shall maintain complete records of its activities in a manner acceptable to Licensor and, unless otherwise provided by law, allow Licensor or its designee to review and inspect such records on reasonable notice to confirm Licensee's compliance with this Agreement. Licensee shall submit any other information related to its Educational Activities to Licensor at Licensor's request, unless otherwise prohibited by law.
- (e) Licensee shall provide regular financial reporting to the Licensor as part of Licensee's requirement to meet reasonable standards of financial viability. Licensee shall provide on a timely basis to Licensor all regular financial reporting presented to Licensee's Board of Directors as part of public Board meetings. At a minimum, Licensee shall provide financial reports to Licensor on a quarterly basis and will include appropriate periodic Income Statements, Balance Sheets, Cash Flow Statements, as well as approved Budgets and Forecasts.
- (f) Licensee shall collect, maintain and report data on the academic achievement level of its students sufficient to allow Licensor to evaluate the progress of these students and the effectiveness of the Licensee's Educational Activities, including compliance with Section 3.1(a)(3), above. Said data includes, without limitation, appropriate and timely longitudinal data on the academic achievement level of its students using state-mandated criterion-referenced tests, commercially available standardized tests, and/or other similar assessment tools requested by Licensor, as well as attendance data, retention data, student enrollment data, and student demographic data. Licensee shall promptly provide any and all of the above-referenced data and test results to Licensor upon availability and Licensor's request.
- (g) Licensee shall participate in and cooperate with multi-day school evaluations and/or instructional audits conducted from time to time by a team designated by Licensor. This evaluation team will assess the quality of Licensee's academic program and Educational Activities and its compliance with this Agreement. In furtherance but not in

limitation of the foregoing, at least annually, Licensor or its designee(s) may conduct an evaluation of each School, utilizing quantitative and qualitative data to be provided by each School sufficient to allow Licensor to identify trends across each School, including promising practices to be shared within the CWC Network, including with Licensee and the Schools, and to offer a source of feedback to such CWC Schools that Board members and school leaders may find useful in setting priorities and goals.

Notwithstanding the foregoing, Licensor shall use reasonable efforts to seek to (i) conduct each School's evaluation at a mutually agreeable time and (ii) avoid conducting a School's evaluation during such times as the Sponsor is conducting an active review thereof.

- (h) Licensee's Executive Director shall attend the annual meeting of the CWC Network and shall use his or her best efforts to attend all other CWC Network-wide school leader meetings.
- (i) Licensee shall record, respond to and resolve any complaints by parents, students or teachers regarding its Educational Activities, and shall provide Licensor, upon request, with full information and access to documents relating to any such complaints that are, or have been, subject to review by Licensee, including a review by its Board of Directors.
- (j) Licensee must promptly seek approval from Licensor for any proposed material change in its programs or Educational Activities.
- (k) Selection and Employment of Executive Director, Principals, and School Leaders. In the interest of assisting Licensee with its integration into the CWC Network and its adherence to and furtherance of the joint mission and development strategy of the parties, Licensee's Executive Director (and, at the option of Licensor, any future Licensee Executive Directors) shall be selected and employed by Licensor; provided, however, that Licensor shall have the right, at any time after the initial Term, as defined in Section 6.1 below, to cause Licensee to assume responsibility for employment of the Executive Director and payment of all employment compensation in accordance therewith. Licensor shall have the right to participate in the selection process for Executive Directors (if and when employed by Licensee), School Principals and other School leaders. Licensor specifically reserves the right, in consultation with Licensee, to approve the hiring of any Executive Director (if and when employed by Licensee) and School Principal, such approval not to be unreasonably withheld or delayed. Any affiliate of Licensor may carry out the rights and responsibilities of Licensor with respect to Licensee's Executive Director pursuant to this Section 3.1(k).

Duties of Executive Director. In consultation with Licensee's governing board, the Executive Director of Licensee shall be responsible for the recruitment, selection, evaluation, supervision, and the assignment of the duties of the Principals and School leaders.

Onboarding. Licensor shall direct, or in its discretion may direct, in collaboration with the Licensee, the initial training and orientation process ("onboarding") for Licensee's initial and any subsequent Executive Director and Principal for each School to ensure that they are adequately supported in understanding the Educational Activities, the CWC Way and the CWC Network, so that they are poised to successfully lead Licensee or a School. In furtherance but not in limitation of the foregoing, Licensor, in consultation with Licensee, may require specific onboarding activities including but not limited to residency in a CWC School.

- (l) Licensee agrees to timely coordinate with Licensor in regards to any media request or similar public relations issue.
- (m) Upon reasonable notice, Licensee agrees to provide Licensor with reasonable access to any School for the purpose of conducting communications activities, including but not limited to photography, and videography, for which Licensor agrees to abide by all applicable laws, including any parental consent requirements.
- (n) Licensee shall comply in all material respects with all applicable laws, regulations, Charter or other agreements relating to the implementation, performance, production, promotion or distribution of any products or services related to the Educational Activities.
- (o) Each School shall admit students of any race, color, religion, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the schools. Licensee and each School shall not discriminate on the basis of race, color, religion, national and ethnic origin in the administration of their Educational Activities, admissions policies, scholarship and loan programs, and athletic and other School-administered programs; provided, however, that implementation of certain preferences in School admission lotteries approved by the Sponsor in compliance with applicable law and established in furtherance of Section 3.1(a)(1), above, shall not be considered discrimination for purposes hereof.
- (p) Unless required by law, Licensee shall not permit studies or data collections of any kind to be performed at any School by third parties without the prior written consent of Licensor.

(q) Licensee agrees to timely coordinate with Licensor in regards to the preparation of any submission related to or any application for the extension, renewal or amendment of any School Charter (a “Charter-Related Submission”) to ensure that any Charter-Related Submission properly reflects the Purpose, Mission and current Educational Activities of the CWC Network. At least thirty (30) days in advance of the due date therefor, Licensee shall submit such application to Licensor for its review. Licensee shall obtain the written consent of Licensor prior to submitting any such application, such consent not to be unreasonably withheld or delayed.

3.2 If, in the reasonable determination of Licensor, one or more of the provisions of Section 3.1 are not being met or so pursued, Licensor shall provide written notice of such failure to Licensee in reasonable detail, along with recommendations for satisfaction of such standards or the diligent pursuit thereof, including but not limited to alterations or additions to the Licensee’s Educational Activities, subject to approval of the Sponsor, where required by law, and/or restrictions on the Licensee’s use of the Marks. If, in the reasonable discretion of Licensor, (i) such recommendations are not implemented within sixty (60) days of such notice, or in any case if such provision or provisions are not being met for a period of greater than one year after the date of such notice, or (ii) Licensee or any School has engaged in “Gross Financial Mismanagement” (as defined below), then Licensor may unilaterally, and in its sole discretion, upon written notice to the Board, remove any School from **Exhibit C** (and thereby terminate the License with respect to such School) or terminate this Agreement in its entirety. “Gross Financial Mismanagement” shall mean gross financial mismanagement in accordance with generally accepted accounting principles as evidenced by negative audits and/or findings by the Sponsor or other governmental authority, or the documentation of gross financial mismanagement by independent auditors.

SECTION 4: LIMITATION ON LIABILITY

Disclaimer: THE MARKS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, AND LICENSOR DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE MARKS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 5: INDEMNIFICATION

5.1 Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless Licensor, and its officers, directors, employees and agents, from any Costs incurred by Licensor that may arise as a result of any third party action, causes, claims, demands or proceedings arising from or related to any action or failure to act on the part of Licensee which is not a result of breach by Licensor hereunder. Licensor shall give Licensee prompt notice of any such actions, claims or

proceedings, and information in the possession of Licensor that is reasonably required for the defense of such actions, claims or proceedings.

- 5.2** Indemnification by Licensor. Licensor shall indemnify, defend and hold harmless Licensee, and its officers, directors, employees and agents, from any Costs incurred by Licensee that may arise as a result of any third party action, causes, claims, demands or proceedings arising from or related to any action or failure to act on the part of Licensor which is not a result of breach by Licensee hereunder. Licensee shall give Licensor prompt notice of any such actions, claims or proceedings, and information in the possession of Licensee that is reasonably required for the defense of such actions, claims or proceedings.
- 5.3** Insurance. Licensee shall obtain and at all times maintain a comprehensive general liability insurance policy with combined single limit coverage of not less than \$1,000,000.00, and shall cause Licensor to be named as an additional insured thereunder. Licensee shall promptly provide Licensor with a certificate establishing proof that such a policy is in effect. Licensee shall provide Licensor ten (10) days' written notice of any termination of said insurance policy along with a copy of the certificate evidencing (i) Licensee's subsequent such policy and (ii) the absence of any time gap in the coverage between the terminated and replacement policies. Licensee shall immediately provide Licensor with written notice of any intention by Licensee not to pay the premium for its insurance policy or otherwise terminate its policy without establishing a replacement insurance policy pursuant to this Section 5.3, at which time Licensor shall have the right to automatically terminate this Agreement.

SECTION 6: TERM AND FEES

- 6.1** Term. This Agreement shall be effective as of the Effective Date and shall remain effective for an initial term equal to the duration of the term of Licensee's first approved School Charter. This Agreement shall be automatically renewed for additional terms upon and concurrent with the last to expire of any new, renewed or extended School Charter held by Licensee. However, upon the affirmative vote of at least 67% of Licensee's directors then in office, Licensee may provide notice to Licensor at least 180 days in advance of such automatic renewal date that Licensee intends to not renew this Agreement (a "Nonrenewal Notice"), such Nonrenewal Notice to include a detailed description of the reasons for the stated intention not to renew. Upon receipt of a Nonrenewal Notice by Licensor, Licensee and Licensor shall enter into good faith negotiations of at least thirty (30) days' duration and intended to resolve the issues raised in the Nonrenewal Notice. If, at the end of the good faith negotiations, Licensee, by the affirmative vote of at least 67% of its directors then in office, resolves to pursue termination of this Agreement, Licensee must affirm its notice not to renew by delivery of a written notice to Licensor at least ten (10) days in advance of the applicable renewal date (a "Nonrenewal Affirmation Notice"); provided, however, for the avoidance of doubt, that this Agreement shall automatically renew in accordance with this Section 6.1 absent a properly adopted and timely delivered Nonrenewal

Affirmation Notice from Licensee and timely payment of the related fee described in Section 6.2(c), below; provided, further, that any Nonrenewal Affirmation Notice timely provided by Licensee shall be valid notwithstanding the expiration of the thirty (30) day negotiation period. Notwithstanding the foregoing, the term of this Agreement remains subject to the termination provisions set forth herein.

6.2 Termination by Licensor.

- (a) In addition to the termination provisions set forth in Sections 3.2 and 5.3, above, Licensor may terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor with respect to any licensed Mark, at any time in the event of a material uncured breach by Licensee of such license or this Agreement, with respect to which Licensor believes Licensee has not taken adequate steps to cure following ninety (90) days' written notice from Licensor. Notwithstanding the foregoing, Licensor may immediately terminate this Agreement, including any license granted herein or rights granted by Licensor with respect to any Mark, if Licensee, in the reasonable determination of Licensor: (i) fails to obtain or maintain a comprehensive general liability insurance policy in the amount and as provided for in Section 5.3, above; (ii) files a petition in bankruptcy, becomes insolvent or otherwise incapable of meeting its financial obligations, or if a receiver is appointed for Licensee or for Licensee's business; (iii) discontinues its operations or ceases to use the Marks; (iv) is in material breach of any term not reasonably subject to cure; (v) has its operations come under the direction or control of personnel other than the person serving as school leader (i.e., the Principal and Executive Director of each School) as of the Effective Date, unless said personnel have been approved in advance and in writing by Licensor; (vi) fails to comply with the requirements for tax-exempt status under Internal Revenue Code section 501(c)(3); or (vii) behaves, or its personnel or employees behave, in a manner that, in Licensor's reasonable opinion, will have a material adverse effect on Licensor's reputation, the Marks, or the goodwill associated therewith.
- (b) In addition to the rights set forth in Section 6.2(a), Licensor may terminate this Agreement, including any license granted by Licensor herein, or any rights granted by Licensor with respect to any Mark, at any time in the event that Licensee, without the prior written consent of Licensor:
- (1) adopts amendments to Licensee's Articles of Incorporation or Bylaws as the same are in effect on the date hereof;

(2) approves the merger, consolidation, or affiliation of Licensee with another corporation, organization or program, or the dissolution of Licensee; or

(3) approves the assumption or creation of any indebtedness of Licensee, except for trade debts entered into in the ordinary course of business of Licensee.

(c) The parties agree that Licensor has expended substantial capital in order to prepare Licensee for the development and operation of the Schools. In consideration for these necessary and valuable advance contributions, Licensee shall pay \$500,000 to Licensor, to reimburse it in part for its costs, within ten (10) calendar days of: (1) notice by Licensor of termination of this Agreement pursuant to Section 3.2, 5.3, 6.2(a), or 6.2(b), or (2) the delivery of a Nonrenewal Affirmation Notice by Licensee pursuant to Section 6.1. The amount due pursuant to clause (2), above, on or after July 1, 2026 shall be reduced by \$250,000.

6.3 Termination by Licensee. Licensee may terminate this Agreement at any time in the event of a material breach by Licensor of this Agreement, including but not limited to a material failure by Licensor to provide the CWC Network Services required by this Agreement, with respect to which Licensee believes Licensor has not taken adequate steps to cure following ninety (90) days' written notice from Licensee. Licensee may terminate this Agreement, upon the good faith determination of Licensee in consultation with Licensor, in the event of a material diminishment in the goodwill associated with the Marks which (i) causes a measurable material harm to any School, (ii) was not caused by an act or omission of Licensee, and (iii) continues for more than ninety (90) days after an initial notice of such material diminishment by Licensee to Licensor, such notice to include a description of the material diminishment and harm to the School(s) in sufficient detail to allow Licensor a reasonable opportunity to restore the goodwill associated with the Marks. Notwithstanding the foregoing, Licensee may immediately terminate this Agreement if Licensor, in the reasonable determination of Licensee: (i) files a petition in bankruptcy, becomes insolvent or otherwise incapable of meeting its financial obligations, or if a receiver is appointed for Licensor or for Licensor's business; (ii) discontinues its operations; or (iii) is in material breach of any term not reasonably subject to cure.

6.4 Fees. In consideration of Licensee's use of the Marks and Licensor's provision of academic, financial, administrative, technical and other forms of support, including but not limited to the Founding Support and the CWC Network Services, Licensee shall pay to Licensor annual fees in the amount of seven percent (7%) of Licensee's "total revenue" (defined as the amount required to be calculated for purposes of the annual financial statement audit, with the following revenue items excluded if applicable: any parent contributions and donations; any non-government grants and donations; funds from federal sources; and funds

received pursuant to any Ohio Department of Education Charter School Program (CSP) subgrant) for each applicable year. Notwithstanding the foregoing, the annual fees shall be reduced to six percent (6%) after the first three (3) years of School operation and for all years thereafter. The parties acknowledge that (a) three percent (3%) of the total revenue being paid as a fee to Licensor is in consideration of Licensee's use of the Marks, (b) three percent (3%) or two percent (2%), as applicable, of the total revenue being paid as a fee to Licensor is in consideration of the various services and support described above, excluding any executive management services provided pursuant to Section 3.1(k), and (c) the remaining one percent (1%) of the total revenue being paid to Licensor or, upon the direction of Licensor, to its affiliate, is in consideration of the executive management services provided by Licensor or any of its affiliates pursuant to Section 3.1(k).

The annual fees shall be paid in four (4) installments over the course of Licensee's fiscal year as follows: At the outset of Licensee's fiscal year, Licensee shall estimate the amount of total revenue, as defined above, that Licensee expects to receive during said fiscal year (the "Estimated Revenue"). On each of September 30, December 31, and March 31 of Licensee's fiscal year, Licensee shall pay to Licensor a sum equal to one-fourth (1/4th) of the Estimated Revenue. Prior to the final month of Licensee's fiscal year, Licensee shall prepare and furnish to Licensor a reconciliation of the total revenue, as defined above, actually received by Licensee during the then current fiscal year and the actual amount of annual fees then paid to date. If, based upon said reconciliation, additional fees are owed, Licensee shall remit payment for same to Licensor by no later than the last day of Licensee's fiscal year. If, based upon said reconciliation, Licensee is entitled to a refund for overpayment of fees to Licensor during the fiscal year, Licensor shall remit payment to Licensee for the amount of said overpayment within thirty (30) days of the end of Licensee's fiscal year.

- 6.5** Effect of Termination. Upon termination, resignation or expiration of this Agreement for any reason, (a) Licensee will not have any right to make any use whatsoever of the Marks and Licensor will not have any continuing right to enforce the Licensor Naming Rights set forth in Section 2.2, and (b) all principal and any outstanding interest on loans of any nature made by Licensor to Licensee shall become fully and immediately due and payable. To the extent that Licensee's corporate name includes any of the Marks, including but not limited to the "Citizens of the World" name, and unless expressly agreed to in writing by Licensor, Licensee shall immediately change its name to a name that does not include any of the Marks, or any portion of the Marks, following termination or expiration of this Agreement.
- 6.6** Survival Upon Termination. The provisions of this Agreement relating to the Ownership of Marks (Section 2.3), Marks Protection (Section 2.4), Limitation of Liability (Section 4), Indemnification (Section 5), Fees (accrued prior to termination) (Section 6.4), Co-Development (Section 7), and Intellectual Property (Section 8) shall survive the termination of this Agreement for any reason.

- 6.7** Personal Property. Any personal property, including but not limited to furniture, computers, software, equipment, purchased by Licensor for use in the Licensee’s operation of a community school using funds that were paid to Licensor as payment for services rendered shall be the property of Licensee and not property of Licensor. If the Licensee permanently closes or ceases its operations as a community school, any property that was acquired by Licensor in this manner shall be distributed in accordance with Ohio law.

SECTION 7: CO-DEVELOPMENT

- 7.1** “Co-Development”: Licensor and Licensee shall use their best efforts to collaborate, through dialogue, communication, interaction and mutual support, in co-developing and continually improving the Schools and their operations, curriculum, environment, facilities, communities and educational experience and outcomes (the “Co-Development Goals”).
- 7.2** Co-Development shall include the identification of potential improvements, problems or areas in need of development, and analysis of improvement strategies and solutions with a view to adopting mutually agreed actions. Co-Development is intended to entail useful mechanisms allowing the parties to work together in developing solutions or projects designed to respond to a question or a need that promotes the Co-Development Goals. In furtherance but not in limitation of the foregoing, Licensee shall ensure that Licensor may participate meaningfully in regional planning discussions, including, but not limited to “annual strategic planning meetings” (as defined below), and may, at Licensor’s discretion, participate meaningfully in pilot projects, educational innovations, the preparation of any Charter-Related Submissions, and similar material plans and developments. “Annual strategic planning meetings” include but are not limited to discussions regarding the identification of regional goals, strategies to achieving those goals, and a determination of how and what data will be used to measure the level of the achievement of those goals.
- 7.3** The parties understand that the results of Co-Development can take many forms, such as a new curriculum, policy, procedure, a method of implementation for a measure determined by the parties, or a jointly identified project.

SECTION 8: INTELLECTUAL PROPERTY

- 8.1** The results of Co-Development are generally expected to be jointly owned by the parties hereto. For the avoidance of doubt, however, the parties acknowledge that Licensor has created and owns certain intellectual property, including curricula and other education-related systems management, copyrights, etc., upon which Licensee and the Schools are and will be based (the “CWC Network IP”). It is expected that certain results of Co-Development will constitute “Derivative Work” or “Improvements” with respect to the CWC Network IP.

- 8.2** “Derivative Work” means a work that is based on one or more preexisting works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work. Derivative Work shall also include any intellectual property developed in connection with a project structured, facilitated and sponsored by Licensor.
- 8.3** “Improvements” include any variation, refinement and/or improvement to the CWC Network IP. Any Improvement shall be considered a Derivative Work.
- 8.4** Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the CWC Network IP, all copies thereof, and all Improvements thereon and other Derivative Works therefrom (including ownership of all copyrights and other intellectual property rights pertaining thereto), and all copies of any of the foregoing.
- 8.5** Licensee shall not have title to or ownership of the CWC Network IP (including any Derivative Work or Improvements), but shall have the following limited nonexclusive rights with respect to any Improvements or Derivative Work which Licensee creates or co-develops with Licensor: In recognition of the contribution Licensee makes in support of any Derivative Work or Improvements, Licensor shall grant to Licensee an irrevocable, perpetual, non-exclusive, royalty free, world-wide right to use any such Derivative Work or Improvements in Licensee’s non-profit educational activities.
- 8.6** Licensee is encouraged to share CWC Network IP with interested parties outside the CWC Network or to otherwise utilize CWC Network IP outside of Licensee’s non-profit educational activities; provided, however, that Licensee shall first obtain Licensor’s prior written consent, which shall not be unreasonably withheld or delayed.

SECTION 9: GENERAL PROVISIONS

- 9.1** Governing Law. This Agreement and any dispute arising from the performance or breach thereof shall be governed by and enforced in accordance with the laws of the State of Ohio, without reference to any conflict of laws provisions.
- 9.2** Severability. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, all other provisions hereof shall remain in full force and effect, and such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of all other provisions.
- 9.3** No Modification or Waiver. At each renewal of the term of this Agreement pursuant to Section 6.1, the parties shall enter into good faith discussions as to

desired modifications to the CWC Network Services and the fees described in Section 6.4. Notwithstanding the foregoing, there shall be no amendment, modification or waiver of any provision of this Agreement unless made in writing by both parties hereto. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance. No failure on the part of either party to exercise any right under this Agreement, or any right provided by state law or equity or otherwise, shall impair, prejudice or constitute a waiver of any such right.

- 9.4** Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Licensor and Licensee, and their respective successors and assigns, provided that this Agreement may not be assigned or transferred, directly or indirectly, by Licensee to any third party, whether by operation of law or otherwise, without the prior written consent of Licensor. Nothing in this Agreement shall be construed to limit the right of Licensor to assign the Marks or this Agreement, provided that the transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement.
- 9.5** Independent Contractors. Nothing in this Agreement is intended, or is to be construed, to constitute a partnership, joint venture, or other form of joint enterprise, or any other relationship between the parties hereto other than that of independent contractors. Neither of the parties to this Agreement shall have any express or implied right or authority to assume or create any obligation on behalf of any other party, or to bind any other party to any contract, undertaking or agreement with any third party. Notwithstanding anything set forth herein, it shall not be the responsibility of Licensor to operate the Schools, such being the sole responsibility of Licensee, and nothing set forth herein shall be construed as operation of the Schools by Licensor inasmuch as all rights of Licensor and duties of Licensee set forth herein are for the limited purpose of maintaining proper usage of the Marks and the goodwill associated therewith, and protecting Licensor's brand and reputation.
- 9.6** Entire Agreement. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, embodies the entire understanding between the parties hereto with respect to the subject matter contained herein, including with respect to the Marks, and supersedes any prior communications, representations or understandings, whether written or oral, with respect thereto.
- 9.7** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SECTION 10: NOTICES

- 10.1** In the event that there is a suit, claim, demand, determination, judgment or any other legal proceeding initiated or made against Licensee in or by any court or other governmental body or legal authority, including but not limited to the Sponsor, Licensee shall promptly notify Licensor in writing with a detailed description of the matter and a copy of any non-legally privileged documentation thereof.
- 10.2** Any notices or other communications required to be given by either party pursuant to this Agreement shall be in writing and personally delivered or sent by certified or registered mail, or by commercial overnight courier service with tracking capabilities, costs prepaid, to the following address, respectively, which address may be replaced by notice in writing to the other party hereto:

To Licensor:

Citizens of the World Charter Schools
c/o Vanessa Rodriguez, Interim CEO
5731 Wilshire Blvd., Suite 210
Los Angeles, CA 90036

With a copy to:

Ofer Lion
Seyfarth Shaw LLP
601 S. Figueroa Street, Suite 3300
Los Angeles, CA 90017

To Licensee:

Citizens of the World Charter Schools – Cincinnati
c/o Anne Cervenka, Board Chair
4324 Homer Avenue
Cincinnati, Ohio 45227

With a copy to:

Douglas E. Bloom
Bloom Law Group, LLC
24460 Aurora Road
Cleveland, OH 44146

(Signature page follows)

IN WITNESS WHEREOF, Licensor and Licensee have caused this License and Affiliation Agreement to be entered into as of the Effective Date.

LICENSOR

Citizens of the World Charter Schools,
a California nonprofit public benefit corporation

By: 
C941E6FBB8F84CE...
Vanessa Rodriguez
Interim CEO

LICENSEE

Citizens of the World Charter Schools —Cincinnati,
an Ohio nonprofit public benefit corporation

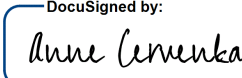
By: 
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Anne Cervenka
Chair of the Board and President

EXHIBIT A

CWC Network Services

CWC Network Services

Unless otherwise indicated, terms used herein shall have the meanings ascribed in the License and Affiliation Agreement (the “Agreement”).

Pursuant to the Agreement, Licensor and Licensee expect to engage in ongoing collaborative efforts, through dialogue, communication, interaction and mutual support, in co-developing the Schools and their operations, curriculum, environment, facilities, communities and educational experience and outcomes, all in furtherance of the CWC Way, and the parties expect that the following CWC Network Services will be subject to discussion and engagement on an ongoing basis.

The parties expect that their annual strategic planning meetings will be critical to defining these supports. The annual strategic planning meetings will identify the specific support that Licensor is obligated to provide. However, the parties also acknowledge that supports defined in the annual strategic planning meetings are also expected to evolve and adjust, as needed, based on the evolving realities of each school year, and that these priorities will be modified over the course of the year. The parties also acknowledge that developing multi-year strategic plans is a best practice that should be enacted whenever possible.

Role of CWC Network

Licensor’s services to Licensee (the Cincinnati region), as they may be amended from time to time, are aligned with the defined role of the network. The key services are outlined below and categorized by the corresponding role of the network. As Licensor works with Licensee’s leadership on aligning strategic plans, the yearly services may change, however, the role of the network will stay consistent.

1. **Mission and Model:** Set organization-wide purpose, mission, values, CWC Way and Learning Model, and mission critical performance thresholds.
 - Offer tools, resources and supports in support of the CWC Way for School staff, School and regional leadership and board (this includes onboarding as well as continuous professional development)
 - Set and adjust mission critical performance thresholds in alignment with feedback from regional leadership
 - Support the development of School leaders in alignment with the CWC Way and Learning Model
2. **Strategic Planning:** Facilitate annual network strategic planning, influence regional planning through rigorous thought partnership and align network and regional plans.
 - Support regions to develop annual strategic plans and agree upon specific network supports to align with those regional plans
 - Support region’s multi-year strategic planning efforts

3. **Accountability:** (1) Assess progress toward strategic plans and (2) hold regions and network office accountable for adherence to mission, vision, principles and mission-critical performance thresholds.
 - Monitor progress toward regional plans and provide thought partnership on obstacles and opportunities, also potentially provide supports around removing critical obstacles and seizing important opportunities
 - Work alongside regional leadership to monitor progress toward mission critical performance thresholds and support regional reporting to boards
4. **Sharing:** Build and facilitate network-wide learning community.
 - Facilitate connections between leadership and school-based positions across regions in order to foster best practice sharing and a community of learning
 - Drive ongoing codification of the learning model and sharing of best practices and resources across regions
5. **Innovation:** Facilitate the development and piloting of new ideas or the improvement of existing solutions.
 - Drive continued innovation on the learning model in collaboration with and in response to regional needs
 - Provide support for regions to pilot, implement, assess and scale new innovations in the learning model
6. **Communications:** Strengthen the network brand internally and externally and influence the national narrative.
 - Support regions with public relations needs--thought partnership as well as direct support
 - Build the brand nationally through partnerships, speaking engagements and media placements
7. **Mandate shared services:** manage mandated shared services that require highly specialized skills, brand consistency, legal/financial compliance or a scaled approach that saves significant money/time.
 - Engage regional leadership in identifying needs related to shared services
 - Support piloting and implementation of any shared services
8. **Growth and expansion:** seek out and capitalize on opportunities for expanding the foundational pillars of the network.
 - Provide thought partnership with existing regions considering or implementing an expansion plan
 - Capture best practices gained from the launch of new regions and share out those learnings with existing regions
9. **Operational Efficiencies:** Operationalize organization systems and articulate strategy for finance, talent recruitment and management and document retention.

- Engage regional leadership in identifying needs related to operational efficiencies and support piloting and implementation
- Academic Performance
- Community Relations
- Diversity
- Chartering Sponsor Relationship and Regulations
- Employee Relations
- Financial Condition
- Internal Controls
- Vendor Quality Assurance
- Strategic Vision Alignment
- Curriculum Design
- Other areas mutually agreed to by Licensee and Licensor

EXHIBIT B

1. U.S. Trademark Registration No. 4,057,645
(Application No. 85/235,575)
Mark: CITIZENS OF THE WORLD CHARTER SCHOOL
Attorney Docket No. 79208.000002

2. All potential, pending or existing service marks, logos, design marks, trade names, domain names, registrations and applications for registration thereof with respect to the trademark listed in item 1, above, or any substantially similar mark, including but not limited to “Citizens of the World” and “CWC”.

EXHIBIT C

1. Citizens of the World Charter Schools - Cincinnati (CWC Cincinnati)