END USER LICENSE AGREEMENT

(Enacted 7/2021)

This is the End User License Agreement ("Agreement") between you and the Virginia Department of Education (VDOE) for use of the African American History Elective Online Modules.

This Agreement represents the complete licensing agreement between the parties regarding the African American History Elective Online Modules and governs your access to and use of the Modules.

Notwithstanding any existing or future agreement regarding the use of, licensing of, or access to digital learning resources or education content generally, you agree that this Agreement represents the complete licensing agreement between the parties regarding the African American History Elective Online Modules and governs your access to and use of the Modules.

This copy of Virginia Department of Education's African American History Elective Online Modules and accompanying documentation is licensed and not sold. The African American History Elective Online Modules is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. The Virginia Department of Education or its subsidiaries, affiliates, and suppliers (collectively "VDOE") own intellectual property rights in the African American History Elective Online Modules. The Licensee's ("you" or "your") license to download, use, copy, or change the African American History Elective Online Modules is subject to these rights and to all the terms and conditions of this Agreement .

Acceptance and Agreement to Terms

By selecting the "Accept" option and downloading the African American History Elective Online Modules or by accessing, installing, using, or copying the African American History Elective Online Modules, you accept and agree to be bound by the terms of this Agreement You must agree to all of the terms of this Agreement before you will be allowed to download the African American History Elective Online Modules.

If you do not agree to all of the terms of this Agreement, you must select "Decline" and you must not install, use or copy the African American History Elective Online Modules.

License Grant

This Agreement entitles you to download, install and use the African American History Elective Online Modules consistent with the terms herein. In addition, you may make an archival copy of the African American History Elective Online Modules. The archival copy may only be used for the reinstallation of the African American History Elective Online Modules and under no circumstances for redistribution to any third party. For further information regarding multiple-copy licensing of the African American History Elective Online Modules, please contact:

Virginia Department of Education P.O. Box 2120 Richmond, VA 23218-2120 (804) 371.0558

Restrictions on Transfer

Without first obtaining the express written consent of VDOE, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the African American History Elective Online Course in whole or in part.

Restrictions on Use

The African American History Elective Online Modules is intended for use by schools and teachers. You may elect to download and use any or all of the versions of the course presented from the Virtual Virginia Canvas platform. You may use a learning management system other than the Canvas platform, but you will need to access directions for downloading through Virtual Virginia.

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the African American History Elective Online Modules.

Copyright

No ownership or copyright in the African American History Elective Online Modules shall pass to you by the issuance of the license contained in this Agreement. Except as expressly stated in this Agreement, VDOE grants you no right or license, express or implied, to the licensed material.

Prohibition on Modifications

All content provided with the African American History Elective Online Modules must be used as-is, without any customization or modification. You are permitted to develop supplemental resources for use alongside the African American History Elective Online Modules but are not permitted to create any derivatives that compromise the integrity of the original content.

Unauthorized Use and Termination

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

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

Audit/Certificate of Compliance

Upon reasonable notice, you shall provide VDOE access to any restricted access website or platform where the African American History Elective Online Modules is reproduced. In addition, upon reasonable notice, VDOE may, at its discretion, either through its own employees or through a third party, audit your records directly related to this Agreement and use of the African American History Elective Online Modules in order to verify compliance with the terms of this Agreement. Where VDOE reasonably believes that the African American History Elective Online Modules is being used outside of the scope of the license granted under this Agreement, you shall, at VDOE's request, provide a certificate of compliance signed by you or an officer of your organization, in a form to be approved by VDOE.

Electronic Storage

You must retain the copyright symbol, the name of VDOE and any other information as may be embedded in the electronic file containing the original African American History Elective Online Modules. You shall maintain a robust

firewall and take such other measures as may be required to safeguard against unauthorized third-party access to the African American History Elective Online Modules.

Withdrawal

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

Uniform Computer Information Transactions Act

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

Disclaimer of Warranties and Limitation of Liability

The African American History Elective Online Modules is provided "as-is". Unless otherwise expressly agreed to in writing by VDOE, VDOE does not make, and hereby disclaims, any and all warranties, express or implied, in fact or in law, including, but not limited to, any implied warranties of merchantability, quality, accuracy, or fitness for a particular purpose.

VDOE makes no warranty that the African American History Elective Online Modules will meet your requirements or operate under your specific conditions of use. VDOE makes no warranty that operation of the African American History Elective Online Modules will be secure, error free, or free from interruption. VDOE makes no warranty against interference with your enjoyment of the information or against infringement. You must determine whether the African American History Elective Online Modules sufficiently meets your requirements for security and interruptibility. You bear sole responsibility and all liability for any loss incurred due to the failure of the African American History Elective Online Modules to meet your requirements. VDOE will not, under any circumstances, be responsible or liable for the loss of data on any computer or information storage device.

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

Limitation of Remedies and Damages

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

Governing Law, Jurisdiction and Costs

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

Severability

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