

BILINGUAL BIRDIES SUB-LICENSE TEACHER AGREEMENT

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This revocable Sub-license Agreement (“Agreement”) is entered into between Bilingual Birdies, LLC, a New York limited liability company (“Bilingual Birdies”), [REDACTED] and the undersigned (“Sub-licensee” and together with [REDACTED] and Bilingual Birdies, each a “Party” and collectively the “Parties”), and is effective as of [October 12, 2021] (the “Effective Date”).

WHEREAS, Bilingual Birdies owns certain intellectual property to be used in connection with educational services in the field of foreign languages;

WHEREAS, Licensee has submitted a completed Application to [REDACTED] and Bilingual Birdies for purposes of becoming an instructor of the program initiated by Bilingual Birdies and following review thereof Bilingual Birdies has approved the Application.

1. TERM AND RENEWAL.

(a) The term of this Agreement shall be for five (5) years commencing as of the Effective Date and continue until the first anniversary of the Effective Date (the “Initial Term”). [REDACTED] may, in its sole discretion, determine to renew this Agreement for a subsequent one (one) year] term (a “Renewal Term”).

(b) Sublicensee may decline at any time to renew the Agreement by providing written notice to that effect to [REDACTED] prior to the Term End Date.

(c) Bilingual Birdies may terminate this Agreement under certain conditions set forth below:

(i)By Notice. If the Primary License Agreement is terminated, Bilingual Birdies may terminate this Agreement, with or with cause, upon sixty (60) days written notice to the other Party.

(ii)For Cause. Bilingual Birdies has the right to immediately terminate this Agreement, with written notice to Instruction in the event of such termination, in the event Licensee breaches this Agreement or the applicable terms of the Primary License Agreement, or as a result of any action or conduct by Licensee that BB deems detrimental to the BB Intellectual Property or the goodwill associated therewith. Bilingual Birdies may, in its discretion, provide Licensee with an opportunity to cure any breach prior to termination. Upon termination for cause, any Fee paid but not used will not be returned to Licensee.

(d)Effect of Termination. Upon any termination of this Agreement, Licensee shall immediately (i) discontinue use of the BB Intellectual Property, including in any websites or email addresses used by Licensee containing any BB Intellectual Property or reference thereto; (ii) return to Bilingual Birdies or fully destroy any BB Materials containing any BB Intellectual Property within thirty (30) days of the date of termination, and (iii) transfer all domain names incorporating BB Intellectual Property to Bilingual Birdies. Bilingual Birdies shall have the right to immediately rescind access to any BB Materials made available to Licensee online. All rights in the BB Intellectual Property and the goodwill associated therewith remain the exclusive property of Bilingual Birdies. Any use of BB Intellectual Property by Licensee following the date of termination will be unauthorized.

(e)Survival. Sections 7, 9(b) and 10 shall survive any termination of this Agreement.

2. COMPLIANCE WITH PRIMARY LICENSE AGREEMENT: This Sub-license Agreement and all rights of the Sub licensee hereunder are subject and subordinate in all respects to the Primary License Agreement between *** and Bilingual Birdies, in particular 3,4 5,6 and 7 of the Primary License Agreement.

3. LAW AND JURISDICTION: This Agreement will be construed in accordance with the laws of the State of New York, United States, without regard to the principles of conflicts of law.

4. COUNTERPARTS. This Agreement may be executed in two or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original and all of which together shall be considered one and the same document.□



IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Name of Licensed Company:

Name:

Title:

BILINGUAL BIRDIES, LLC

BILINGUAL BIRDIES, LLC



By:

Name: Sarah Farzam

Title: Chief Executive Officer

INSTRUCTOR (INDIVIDUAL)

Name:

**SCHEDULE A
Marks**

The standard character mark "Bilingual Birdies", registration no. 4977024, serial no. 86768971, registration date June 14, 2016, owned by Company.

**SCHEDULE B
Payment Schedule**

Company Licensee shall pay no amount as an upfront fee for a one-year commitment for any additional teacher to be trained and receive classroom materials.

In addition, Company Licensee shall pay the following amounts for their licensed teacher:

- Five Hundred Dollars [\$500] one-time certification/licensing fee shall be paid to Licensor.
- Twenty Dollars [\$20] monthly licensing fee shall be paid from the start of the effective date through the date of termination of this Agreement.
- Licensee shall require each parent who signs up for the program whether through caregiver-and-child classes or children who benefit from the program through school partnerships to purchase a \$15 per month parent materials per enrolled family, or \$60 for a four month semester. This fee is subject to increase. Licensor shall auto-charge monthly for the payment.

In the event a payment due under this Agreement are not received by Bilingual Birdies (or designee thereof) by the due date, Licensee shall pay to Bilingual Birdies interest of 10% on the overdue payment from the date such payment was due to the date of actual payment at the rate set or if lower, the maximum amount



permitted under applicable Law.

X _____

