

Thank you for your interest in the Sages & Seekers Program! We are excited about the opportunity to work with you. This License Agreement (this "Agreement") is between Sages & Seekers, a program of ONEgeneration, a California not-for-profit corporation with an address at 17400 Victory Blvd., Van Nuys, CA 91406 ("S&S"), and the Customer listed below ("Licensee"). This Agreement is effective as of the Effective Date set forth below. This Agreement includes (1) this Cover Sheet and (2) the attached Standard Terms and Conditions.

Licensee Information:

Licensee: Madison City Senior Center	
Name of Contact: Levoneia Ayers, Lawanda Mason	Phone: (256) 772-6242
Address: 1329 Browns Ferry Rd., Madison, AL 35758	Email: Levoneia.Ayers@madisonal.gov , Lawanda.Mason@madisonal.gov

Program Details:

<p><u>Background:</u></p> <p>S&S provides an eight-week "intergenerational collaboration" program (the "<u>S&S Program</u>") to senior facilities, schools and other customers. In connection with this S&S Program, S&S has developed a manual which contains information and instruction related to organizing, facilitating and running the S&S Program (the "<u>Program Manual</u>"). The Program Manual includes, among others, worksheets intended to be used in connection with the S&S Program ("<u>Worksheets</u>").</p> <p>Licensee desires to run its own intergenerational collaboration program using the Sages & Seekers name and trademark (the "<u>S&S Mark</u>") and in accordance with the Program Manual (the "<u>Licensee Program</u>"). Subject to the payment of the fees described herein and the other terms and conditions set forth in the attached Standard Terms and Conditions, S&S desires to provide Licensee with access to the Program Manual, and to allow Licensee to use the Program Manual and S&S Mark solely in connection with the authorized operation of the Licensee Program.</p> <p><u>Responsibility:</u></p> <p>It is the responsibility of the licensee to email (info@sagesandseekers.org) portrait photos and tribute essays from each program run at the facility to be used in S&S newsletters and on the S&S website.</p> <p><u>Additional Details:</u></p> <ul style="list-style-type: none">• <i>Effective Date:</i> June 18, 2025• <i>Fee:</i> \$2500, plus \$150 annually starting June 18, 2026 to maintain license usage• <i>Payment Terms:</i> Licensee will pay to S&S \$2500 on the Effective Date. Starting on June 18, 2026, Licensee must pay to S&S \$150 each year for continued usage of the manual license.
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This Agreement is ACCEPTED AND AGREED TO as of the Effective Date:

Licensee

By: _____

Name: _____

Title: _____

Date: _____

SAGES & SEEKERS, INCORPORATED

By: Rachel Shader

Name: Rachel Shader

Title: Program Director

Date: May 7, 2025

1. PROGRAM MANUAL

1.1 Delivery and License. S&S will provide to Licensee a copy of the Program Manual following the Effective Date. Subject to the terms and conditions hereof, S&S grants to Licensee a non-exclusive, non-transferable, non-sublicenseable license to use the Program Manual during the Term solely in connection with the authorized operation of the Licensee Program.

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3. LICENSEE PROGRAM

3.1 Conduct. Licensee shall conduct the Licensee Program in accordance with the Program Manual, and in compliance with all applicable laws and regulations. Licensee agrees that the nature and quality of the Licensee Program shall conform to the standards set by S&S in the S&S Program.

3.2 Responsibility. Licensee shall be solely responsible for all liability and losses that may arise from the Licensee Program, and Licensee agrees to defend, indemnify and hold harmless S&S from all liability, damages, losses, claims, suits, proceedings, actions, costs and expenses (including reasonable

attorneys' fees) relating to the Licensee Program or any breach by Licensee of this Agreement.

4. PROPRIETARY RIGHTS

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5. TERM AND TERMINATION

This Agreement is effective as of the Effective Date and shall continue until terminated as set forth below (the "Term"). Either party may terminate this Agreement at any time on fifteen (15) days' prior written notice to the other party. Upon termination of this Agreement, (a) Licensee shall immediately cease all use of the Program Manual and S&S Mark, and (b) Licensee shall return to S&S or destroy the Program Manual, and all copies thereof. Sections 1.2, 2.2, 3.2, 4, 5, 6 and 7 shall survive the expiration or termination of this Agreement.

6. DISCLAIMER; LIMITATION OF LIABILITY

6.1 Disclaimer. THE PROGRAM MANUAL AND S&S MARK ARE PROVIDED "AS IS," AND S&S EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE S&S PROGRAM, THE S&S MARK AND THE PROGRAM MANUAL, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

6.2 Limitation of Liability. S&S SHALL HAVE NO LIABILITY HEREUNDER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF S&S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL S&S'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNTS PAID TO S&S BY LICENSEE UNDER THIS AGREEMENT.

7. GENERAL

All disputes, claims or controversies arising out of this Agreement or the transactions contemplated hereby shall be governed by the laws of the State of California without regard to its rules of conflict of laws. Each of the parties hereby consents to submit to the exclusive jurisdiction of the courts of California and of the United States of America located in California for any litigation among the parties hereto relating to this Agreement. This Agreement sets forth the entire understanding of the parties as to the subject matter herein and may not be modified except in a writing executed by both parties. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by Licensee without the prior written consent of S&S. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and the remainder will continue in effect, to the extent consistent with the intent of the parties as of the Effective Date. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in force. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.