

Summit Learning Program Agreement

This **SUMMIT LEARNING PROGRAM AGREEMENT** (the “Program Agreement”), is effective as of the Effective Date (defined on the signature page hereto), and is by and between **T.L.P. Education**, a California nonprofit public benefit corporation (“Summit Learning”), having an office in Redwood City, California, and **[PARTNER SCHOOL NAME]** (the “Partner School”) on behalf of itself and the schools listed on Schedule I hereto (each of Summit Learning and the Partner School, a “Party” and together the “Parties”), and governs Summit’s provision of the Summit Learning Program (the “Program”) and the Summit Learning Platform (the “Platform”), and any other products and services that the Program may provide now or in the future (collectively, the “Service” or the “Services”) to the Partner School. Participation in the Program includes, among other things, the Base Curriculum (defined herein), professional development and training, ongoing support and mentorship, and access to the Services.

1. BACKGROUND

1.1 Our Mission. The mission of Summit Learning is to prepare a diverse student population for success in college, career and life, and to be thoughtful, contributing members of society. Inspired by the vision to equip every student to lead a fulfilled life, Summit Public Schools developed its approach to teaching and learning - the Summit Learning Program - over the course of 15 years. Today, Summit Learning shares the work developed by Summit Public Schools to have broader impact by helping schools bring Summit Learning to their classrooms for free, through the Summit Learning Program.

1.2 Our History. Since 2015, the Program has supported more than 380 schools across the nation, helping them bring Summit Learning to their classrooms, for free. Developed by teachers for teachers, the Summit Learning Program gives schools the tools, resources and professional development to implement and tailor Summit Learning for their communities.

1.3 Our Organization. T.L.P. Education is a California nonprofit public benefit corporation founded in 2018. T.L.P. Education is organized and operated for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (application pending). Working with Teachers, Learners, and education Partners, T.L.P. Education provides knowledge, tools, and training to schools across the country through the Summit Learning Program. Together, we are helping educators achieve their goals, students realize their full potential, and schools serve their diverse communities

1.4 Selection & Agreement to Participate. Summit Learning has selected the Partner School to participate in the Program and invites the Partner School to take advantage of the grant of the Program. By signing this Program Agreement, an authorized representative of the Partner School agrees to the terms of this Program Agreement, and the Summit Learning Platform Partner School Terms of Service (the “Partner School Terms of Service”) and the Data Privacy Addendum

(the “Data Privacy Addendum”), which are incorporated herein (collectively “The Agreement”).

- The Program Agreement establishes a collaboration between Summit Learning and the Partner School and sets forth the legal terms governing the Program and the Services.
- The Partner School Terms of Service, attached as Exhibit A hereto, set forth the requirements that the Partner School must follow in order to participate in the Program. Partner School also acknowledges that its teachers, employees, officials, agents, and the parents and legal guardians of its currently enrolled students (collectively, “Licensed Users”) will agree to a User Agreement (the current version is posted on the Summit Learning Website) in order to use the Services.
- The Data Privacy Addendum attached as Exhibit B hereto governs Student Data (as defined therein) transmitted to Summit Learning from the Partner School pursuant to this Program Agreement and the Terms of Service.

1.5 Collaboration. By signing this Program Agreement, Summit Learning and the Partner School agree to work together in good faith to implement personalized learning supported by the Program and the Services. In connection with the Partner School’s participation in the Program, Summit Learning expects the Partner School to communicate regularly about needs, opportunities, and progress, as well as goals, priorities, and timelines for the ongoing evolution of the Program and the Services.

1.6 Cost. There is no cost to the Partner School, and Summit Learning will not charge the Partner School or its Users (defined herein) to use the Program or the Services.

2. GRANT OF THE PROGRAM AND THE SERVICES

2.1 Curriculum and Assessments. Summit Learning will provide access to the Base Curriculum (the “Base Curriculum”), which will include projects, playlists of content, and assessments from which the Partner School can build upon and modify in order to meet the needs of their communities, district and/or state. The Base Curriculum includes standards-based curricula and assessments for English, math, science, and social studies (grades 4–12) and a sampling of additional elective courses.

Subject to this Program Agreement and the Partner School Terms of Service, Summit Learning grants permission to teachers, employees, officials, and agents at the Partner School to adapt or create new focus areas and projects. In connection therewith, Summit Learning will provide to the Partner School (i) access to the curriculum team; (ii) access to support when building out resources and projects that are in line with Summit Learning; and (iii) the ability to submit resources for Summit Learning to review and consider for addition to the Base Curriculum.

2.2 Ongoing Support. Summit Learning shall provide ongoing support and coaching to the

Partner School through the provision of a mentor (a “Summit Learning Mentor”) during the first four school years in which the Partner School participates in the Program. In connection therewith, Summit Learning agrees to make available to the Partner School:

- A Summit Learning Mentor who will provide support through regular weekly or bi-weekly coaching calls, and to the extent the Partner School and Summit Learning deem necessary, school visits, in order to support the Partner School through the change management process as the Partner School implements Summit Learning;
- Access to a nationwide community of Summit Learning educators and an invitation to share best practices, challenges and more;
- Access to a library of resources (e.g. presentation templates for parent nights, Summit Learning classroom posters, etc.); and
- Access to webinars, on-demand training sessions, and in-person training sessions and workshops from a range of Summit Learning teams, including engineering and communications.

2.3 Professional Development.

A. Professional Development in Year One, Year Two, and Year Three. Pursuant to this Program Agreement, Summit Learning shall provide professional development services for the teachers and administrators whom the Partner School designates to participate in the implementation and launch of Summit Learning at the Partner School (collectively, the “Implementation Team”). The Partner School shall ensure that members of the Implementation Team follow guidelines issued by Summit Learning from time to time relating to the professional development services, including business rules and deadlines relating to Summer Trainings (defined herein) and Regional Convenings (defined herein), Summit Learning shall provide the professional development services to members of the Implementation Team during the first school year (“Year One”), second school year (“Year Two”), and third school year (“Year Three”) of the Term of this Program Agreement as set forth below:

(1) Year One of Program Implementation. During Year One of the Partner School’s use of the Program:

- Summit Learning agrees to provide professional development services to the Partner School’s Implementation Team during the Summer of Year One. Summit Learning expects these professional development activities to help the Partner School set up the launch of Summit Learning in the new school year.
- Summit Learning shall provide professional development services in the Fall and Spring of Year One through Regional Convenings.

(2) Year Two of Program Implementation. During Year Two of the Partner

School's use of the Program:

- Summit Learning agrees to provide professional development services to selected teachers from the Partner School during the Summer of Year Two to assist preparations for the start of the upcoming school year.
 - The Partner School shall select new grade level teams and up to three (3) teachers. The Partner School shall select only teachers who are entering Summit Learning classrooms and have not previously taught Summit Learning.
- Summit Learning shall provide professional development services in the Fall and Spring of Year Two through Regional Convenings.

(3) Year Three of Program Implementation. During Year Three of the Partner School's use of the Program:

- Summit Learning shall provide professional development services to selected teachers from Partner School during the Summer of Year Three to assist preparations for the start of the upcoming school year.
 - The Partner School shall select new grade level teams and, if any teachers trained in Summit Learning are no longer with the Partner School, the Partner School may select a replacement teacher for each departed teacher, but no more than six (6) replacement teachers. The Partner School shall only select teachers who are entering Summit Learning classrooms and have not previously taught Summit Learning.
- Summit Learning shall provide professional development in the Fall and Spring of Year Three through Regional Convenings.

B. Professional Development in Year Four. Summit Learning shall provide professional development services to the Partner School during the fourth year ("Year Four") of the Term of this Program Agreement if Partner School is a member of Cohort 1, Cohort 2, or Cohort 3 (each as defined herein).

C. Cohorts.

(1) Cohort 1 and Cohort 2. Summit Learning will provide up to four (4) years of Professional Development support, inclusive of any and all prior years of support, through summer trainings (each, a "Summer Training") and regional convenings (each, a "Regional Convening") to partner schools that began student use of the Program during the 2015-16 school year ("Cohort 1") and the 2016-17 school year ("Cohort 2").

(2) Cohort 3. Summit Learning will provide Summer Trainings and Regional Convenings for up to three (3) years, inclusive of any and all prior years of support, through to partner schools that began student use of the Program during the 2017-18 school year; provided, however, that, Summit Learning will provide one (1) additional year of support through Summer Trainings and Regional Convenings if such partner school adds a new team of grade level teachers who teach the core classes and increases the number of students in the Program.

(3) Cohort 4. Summit Learning will provide Summer Trainings and Regional Convenings for up to (3) years for partner schools that commence student use of the Program during the 2018-19 school year (“Cohort 4”).

(4) Subsequent Cohorts. Summit Learning will provide Summer Trainings and/or Regional Convenings for up to (3) years for partner schools that commence student use of the Program during the 2019-20 school year or any school year following thereafter.

D. Additional Schools. If the Partner School is a school district and Summit Learning approves the participation of additional schools within such school district in Summit Learning, then Summit Learning and the Partner School agree to update Schedule I to this Program Agreement. Notwithstanding any update to Schedule I, both parties acknowledge the Effective Date of this Program Agreement will be the date originally set forth above.

3. GRANT REQUIREMENTS AND COMPLIANCE

3.1 General. In connection with its selection as a Partner School and in order to launch and implement Summit Learning in the Partner School, Partner School agrees to:

- Follow the program requirements posted on the Summit Learning Website under the caption “Program Requirements”, which are incorporated by reference into this Program Agreement;
- Follow the technical requirements posted on the Summit Learning Website under the caption “Technical Requirements”, which are incorporated by reference into this Program Agreement;
- Send new Summit Learning teachers and designated teachers and school administrators to Summer Trainings and Regional Convenings; and
- Communicate regularly with the Summit Learning Mentor (i.e. at least 30 minutes weekly or 60 minutes bi-weekly, in addition to regular email communication).

3.2 Access to the Services. Partner School agrees to limit access to the Program and the Services to students currently enrolled in the Partner School with an account on the Services (“Student Users”). In addition, Partner School agrees to limit access to the Program and the Services to the parents and legal guardians of Student Users, and the teachers, employees, officials, or agents (“Licensed Users”) who have accepted the User Terms of Service. The Student Users and Licensed Users are, collectively, referred to herein as the “Users”.

3.3 Compliance with Program Agreement, Data Privacy Addendum, Partner School Terms of Service and User Terms of Service. The Partner School’s use of the Services must be in compliance with the Agreement. The Partner School will provide information and education, and where needed, create policies and regulations, to ensure that all of its Users comply with the User Terms of Service, and where applicable this Program Agreement and Data Privacy Addendum.

In the event a User violates this Program Agreement, Data Privacy Addendum, or User Terms of Service, the Partner School shall promptly notify Summit Learning and shall cooperate with Summit Learning in taking reasonable steps to remediate such violations. Notwithstanding the foregoing, Summit Learning reserves the right to immediately suspend any User or the Partner School in its sole discretion for any reason (with or without cause) and terminate the Partner School in accordance with Section 5 hereof.

4. INTELLECTUAL PROPERTY

4.1 Intellectual Property. The Program and Services may contain material derived in whole or in part from material supplied by Summit Learning as well as other sources, and such material is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. All rights to the Program and the Services not expressly granted in the Agreement or User Terms of Service are reserved by Summit Learning. The Partner School and its Users shall abide by the intellectual property provisions set forth in the Partner School and User Terms of Service and all applicable copyright and other intellectual property laws.

5. TERM AND TERMINATION

5.1 Term.

A. This Agreement shall commence on the Effective Date, and shall terminate in accordance with subsections 5.1.B or 5.1.C, as applicable, or on such earlier date as set forth in Section 5.2, Section 5.3, and Section 5.4 hereof.

B. If the Partner School is an individual school, this Agreement will terminate on the date that is four (4) years after the date on which the Partner School’s students first begin using the Services.

C. If the Partner School is a school district, this Agreement will terminate on the date that is four (4) years after the date on which the students attending the last school to join Summit Learning first begin using the Services. Summit Learning will provide the Summit Learning Services to each school within the Partner School school district for a period of four (4) years after the date on which the students in such school first begin using the Services.

5.2 Notice of Intent to Terminate. Either Party may terminate this Program Agreement for its convenience, by giving at least thirty (30) days' written notice to the other Party.

5.3 Breach of Agreement. Either Party (the "Non-breaching Party") may terminate this Agreement, effective immediately upon delivery of written notice to the other Party ("Breaching Party") if the Breaching Party materially breaches any provision of this Program Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the Non-breaching Party.

5.4 Compliance with Program Requirements. To the extent Summit Learning determines that Partner School is not substantially in compliance with the Program Requirements, Summit Learning reserves the right to suspend or terminate this Agreement effective immediately.

5.5 Survival. In the event of termination, the following provisions of this Program Agreement will survive: Section 7 (Representation and Warranties of Summit Learning), Section 8 (Limitation on Liability), Section 9 (Notices), Section 10 (Governing Law), and Section 11 (General Provisions).

6. INDEMNIFICATION

6.1 Indemnification of the Partner School. To the extent permissible under applicable state law, Summit Learning shall defend, indemnify, and hold harmless the Partner School, its officers, employees, and agents, assignees and successors-in-interest from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, and liabilities of any kind resulting from or arising out of Summit Learning's performance under this Program Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by the negligence, recklessness, willful misconduct, or intentional acts or omissions of Summit Learning, its officers, employees, or agents. Such indemnification shall be subject to the limitation of liability in Section 8.

6.2 Indemnification of Summit Learning. To the extent permissible under applicable state law, the Partner School shall defend, indemnify and hold harmless Summit Learning, its officers, employees, and agents, assignees and successor in interest from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, and liabilities of any kind resulting from or arising out of the Partner School's performance under this Program Agreement but only in proportion to and to the extent such liability, loss, expense,

attorneys' fees, or claims for injury or damages are caused by or result from the negligence, recklessness, willful misconduct or intentional acts or omissions of the Partner School, its officers, employees, or agents. Such indemnification shall be subject to the limitation of liability in Section 8.

6.3 Status and Defense of Claims. The indemnifying Party shall keep the other Party reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the indemnified Party, at its expense, to participate in the defense or settlement of the claim, provided, however that the indemnifying Party has the sole control of the defense. The indemnified Party shall reasonably cooperate with the indemnifying Party in defending the action, and the indemnifying Party will not agree to settle or otherwise resolve the action without the consent of the indemnified Party, which consent shall not be unreasonably withheld.

7. REPRESENTATIONS AND WARRANTIES OF SUMMIT LEARNING

7.1 General. Summit Learning represents and warrants that the following shall be true and correct as of the Effective Date of this Program Agreement and shall continue to be true and correct during the Term of this Program Agreement:

A. Program and Service Operation. During the Term of this Program Agreement, Summit Learning shall use commercially reasonable efforts to ensure that the Program and the Services shall function properly. Summit Learning shall use commercially reasonable efforts designed to promptly correct any failure of the Program and the Services to perform as described in this Program Agreement.

B. Changes to Program and the Services. From time to time, Summit Learning may implement changes and improvements to the Services, including by conducting maintenance, updating the functionality and look of the Services, and adding or removing functionalities or features. We may also stop providing the Services to Partner School or its Users, or add or create new limits to the Services or restrict Partner School's or its Users' access to all or a part of the Service at any time.

C. Publicity. Summit Learning shall not issue publicity news releases, grant press interviews, or use any Student Data or Content, including but not limited to the Partner School's logos, without the prior express written consent of a representative from the Partner School. Furthermore, Summit Learning may not photograph or film or cause others to photograph or film within any of the Partner School facilities without the prior express written consent of Partner School.

7.2 Additional Obligations Regarding Treatment of Student Data. Summit Learning agrees to the obligations set forth in the Data Privacy Addendum regarding the handling of Student Data and Personally Identifiable Information .

8. LIMITATION ON LIABILITY TO PARTNER SCHOOLS

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. SUMMIT LEARNING SHALL NOT BE LIABLE FOR PARTNER SCHOOL'S INABILITY TO USE THE PROGRAM OR THE SERVICES DUE TO (I) SCHEDULED DOWNTIME, WHICH SUMMIT LEARNING WILL ATTEMPT TO SCHEDULE WHEN SCHOOL IS NOT IN SESSION AND ABOUT WHICH SUMMIT LEARNING WILL GIVE PARTNER SCHOOL 14 DAYS ADVANCE WRITTEN NOTICE; (II) UNAVAILABILITY DUE TO FACTORS OUTSIDE OF SUMMIT LEARNING'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF GOVERNMENT, FLOOD, FIRE, EARTHQUAKES, CIVIL UNREST, ACTS OF TERROR, STRIKES OR OTHER LABOR PROBLEMS (OTHER THAN THOSE INVOLVING SUMMIT'S EMPLOYEES); (III) UNAVAILABILITY THAT RESULTS FROM EQUIPMENT AND/OR SOFTWARE OF THIRD PARTIES WHERE SUCH EQUIPMENT AND/OR SOFTWARE IS NOT WITHIN THE REASONABLE CONTROL OF SUMMIT LEARNING; (IV) UNAVAILABILITY CAUSED BY ABUSE OR MISUSE OF THE SERVICES OR PROGRAM (OR ANY COMPONENT THEREOF) BY PARTNER SCHOOL OR ITS USERS; OR (V) UNAVAILABILITY CAUSED BY USE OR MAINTENANCE OF THE SERVICES OR PROGRAM BY PARTNER SCHOOL IN A MANNER NOT MATERIALLY CONFORMING TO THE GUIDANCE PROVIDED BY SUMMIT LEARNING OR IN THIS PROGRAM AGREEMENT. SUMMIT LEARNING'S AGGREGATE LIABILITY TO THE PARTNER SCHOOL UNDER ANY THEORY OR FOR ANY REASON SHALL NOT EXCEED \$10,000.

9. NOTICES

9.1 General. Unless stated otherwise in this Agreement or User Terms of Service, all notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to Summit Learning and the Partner School, including any participating school therein, if any, and addressed to Summit Learning as set forth below or addressed to the Partner School and any school therein, if any, as set forth in Schedule I or addressed to such other address as may have given by written notice in accordance with this provision:

If to Summit: T.L.P. Education, c/o
Procopio Law Firm, 1117 California Ave
#200, Palo Alto, CA 94304 or
legal@summitlearning.org

All notices, communications, or consents required by or relating to this Agreement may also be communicated by electronic mail to Summit Learning at support@summitlearning.org and to the Partner School at the email address set forth on Schedule I, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Notices shall be effective three (3) business days after receipt

of delivery by the U.S. Post Office or one (1) day after deposit with a commercial overnight courier.

9.2 Principal Contact Person. Any notices, communications, or consents required by or relating to this Agreement from Summit Learning to the Partner School will be sent to the attention of the person(s) listed on Schedule I (the "Principal Contact Person"). The Principal Contact Person shall be authorized to act on behalf of the Partner School and to make decisions for the Partner School.

10. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties further submit to and waive any objections to the personal jurisdiction of and venue in San Mateo County, California for any litigation arising out of this Program Agreement.

If the Partner School is a United States public and accredited educational institution, then (a) this Program Agreement will be governed and construed in accordance with the laws of the state (within the United States) in which the Partner School is domiciled, except that body of law concerning conflicts of law; and (b) any litigation or other dispute resolution between the Partner School and Summit Learning arising out of or relating to this Program Agreement, the Services, or the Partner School's relationship with Summit Learning will take place in federal court within the Northern District of California, and the Partner School and Summit Learning hereby consent to the personal jurisdiction of and exclusive venue of the Northern District of California unless such consent is expressly prohibited by the laws of the state in which the Partner School is domiciled.

11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement, including the exhibits attached hereto, constitute the final and entire agreement between the Parties regarding its subject matter, and supersede all other related oral or written agreements or policies. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege unless expressly waived in writing and signed by a duly authorized representative of Summit Learning. No single waiver shall constitute a continuing or subsequent waiver.

11.2 Relationship of the Parties. This Agreement will not be construed as creating any agency relationship, or a general partnership, limited partnership, limited liability partnership, joint venture, fiduciary duty, or any other form of legal association between the Partner School and Summit Learning, and the Partner School will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Agreement,

this Agreement is not for the benefit of any third parties. Neither Party will make any commitment, by contract or otherwise, binding upon the other Party or present that it has the authority to do so.

11.3 Assignment; Resale; No Waiver. This Agreement will be binding upon and inure to the benefit of all of Summit Learning's and the Partner School's successors and assigns, which will be bound by all of the obligations of their predecessors or assignors.

11.4 Modifications and Severability. This Program Agreement and Data Privacy Addendum may be modified only: (a) by a written amendment signed by both Parties, or (b) to the extent expressly permitted by this Program Agreement or Data Privacy Addendum (e.g., by Summit Learning upon notice to the Partner School). In the event that the Partner School refuses to accept such changes, Summit Learning will have the right to terminate this Program Agreement in accordance with Section 5 hereof. If any provision of this Program Agreement or the exhibits attached hereto is found to be unenforceable or invalid, such unenforceability or invalidity will not render this Program Agreement unenforceable or invalid as a whole and, in such event, such provision is to be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.

11.5 Material Modifications to Privacy Policy. If Summit Learning makes any material changes to its Privacy Policy, it shall provide advance notice via electronic communication to the Partner School's Principal Contact Person before the effective date of such changes.

11.6 Material Modifications to Partner and User Terms of Service. If Summit Learning makes any material changes to the Terms of Service, it shall provide advance notice via electronic communication to the Partner School's Principal Contact Person before the effective date of such changes.

11.7 Priority of Agreements. This Program Agreement shall govern the relationship between the Partner School and Summit Learning. If there is a conflict between this Program Agreement and the Terms of Service, Data Privacy Addendum, or any other agreement between the Partner School and Summit Learning (collectively, "Other Documents"), the terms of this Program Agreement shall apply and take precedence unless specifically provided otherwise in this Program Agreement or the Other Documents. In the event of any conflict between the terms of the Other Documents, the conflict shall be resolved in favor of the Terms of Service, unless specifically provided otherwise in the Other Documents, such as with respect to the treatment of Student Data for which the terms of the Data Privacy Addendum shall apply and take precedence.

11.8 Section Headings. Section headings have been inserted in this Program Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not part of this Program Agreement and will not be used in the interpretation of any provisions of this Program Agreement.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Program Agreement as of the date written below.

T.L.P. Education

By
(Signature):
Name
(Printed):
Title:

**[PARTNER SCHOOL
NAME] (“PARTNER
SCHOOL”)**

By
(Signature):
Name
(Printed):
Title:

Dated: [EFFECTIVE DATE]

(“Effective Date”)

**SCHEDULE I PARTNER
SCHOOL/PARTICIPATING SCHOOLS**

Name of School Cohort Number Principal Contact Person

[Address] [City], [State]
[Zip Code] Attn:

Phone: Fax: Email:

**EXHIBIT A
PARTNER SCHOOL
TERMS OF SERVICE**

**EXHIBIT B DATA PRIVACY
ADDENDUM**