Carus Publishing Company, d/b/a Cricket Media (“Licensor”) grants one-time, non-exclusive permission to CommonLit.org (“Licensee”) to reproduce the expressed Content below on the following terms and conditions:

**CONTENT ("Licensed Material"):** Text:

<table>
<thead>
<tr>
<th>Title</th>
<th>Author</th>
<th>Magazine</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;Gift of the Phoenix&quot;</td>
<td>Donna Henes</td>
<td>Faces</td>
<td>Feb</td>
<td>2013</td>
</tr>
<tr>
<td>&quot;Women Warriors&quot;</td>
<td>Ann Dillon</td>
<td>Dig</td>
<td>Oct</td>
<td>2006</td>
</tr>
<tr>
<td>&quot;Angel of the Battlefield&quot;</td>
<td>Mike Weinstein</td>
<td>Appleseeds</td>
<td>May</td>
<td>2001</td>
</tr>
<tr>
<td>&quot;Two Places to Call Home&quot;</td>
<td>Jody Kapp</td>
<td>Ladybug</td>
<td>March</td>
<td>2014</td>
</tr>
<tr>
<td>&quot;Doodlebug and Dandelion: The Tree House&quot;</td>
<td>Pamela Dell</td>
<td>Spider</td>
<td>Aug</td>
<td>2013</td>
</tr>
<tr>
<td>&quot;A Penguin and His Wetsuit&quot;</td>
<td>Cathy Jaynes</td>
<td>Spider</td>
<td>Nov</td>
<td>2010</td>
</tr>
<tr>
<td>&quot;Now this is Bully&quot;</td>
<td>Marion Constantinides</td>
<td>Appleseeds</td>
<td>4/30/2011</td>
<td>2011</td>
</tr>
<tr>
<td>&quot;John WEsley Powell: Grand Canyon Explorer&quot;</td>
<td>Jerry Miller</td>
<td>Appleseeds</td>
<td>8/31/2008</td>
<td>2008</td>
</tr>
</tbody>
</table>

**GRANTED FOR USE IN ("Work"):** Commonlit Interim Assessments (Formats: [Secure Digital And PDF Print Option / 10,000], North America, English, 5 years)

**TOTAL LICENSING FEE:** $1,600.00

**TERMS & CONDITIONS:**

**NONEXCLUSIVE LICENSE FOR SPECIFIED ONE-TIME USE:** This License is non-exclusive, non-transferable, and only for the expressed rights herein, limited to the format(s) in the Work cited herein and not to exceed the total quantity specified for each specified format. For electronic formats, permission is granted for static use of the Licensed Materials without adaptation and/or additions of images, sounds, audio readings without prior consent. Permission to produce hard copies (or enable print functionality) on any electronic formats in expressly forbidden, unless expressly granted in the formats herein. Publication of the Work in the edition specified above or to any revision of that edition where changes do not exceed one-third of the original text for the entire Work.

**LICENSE TERM:** This license expires at the end of the term specified herein from the date of publication. Licensee may sell off any existing stock that has been printed prior to the license expiration. This permission shall terminate automatically: if the Work remains out-of-print for a period of six months, or if any of the terms of the License are violated, including failure to pay the requisite license fee and/or failure to credit the Licensed Material.

**PROMOTIONAL RIGHTS:** Incidental promotional rights are granted solely in relation of the promoting the Work herein, provided the Licensed Material is not used standalone. Use of Carus, ePals Media, and/or Cricket Media marks and/or logos are not permitted without prior written consent.

**PERMISSION FOR THIRD-PARTY MATERIAL:** Licensee shall acquire any and all requisite licenses and permissions for any third-party content, including, but not limited to non-Carus owned content that appeared in the original publication. Licensee is responsible all fees for such third-party material.

**APPLICABLE LAW:** This License is governed by the laws and in the state and federal courts of the State of Illinois and both parties waive any objections to the personal jurisdiction and venue of such courts.

**PERMISSION FOR SPECIAL EDITIONS:** Licensee grants the Licensor permission to produce special editions incorporating the Licensed Material in Braille, large Print, Audiotape, and/or other comparable technologies modes for use by blind, deaf, physically- and visually-challenged and other learning disabled/special needs students and teachers as long as these are provided without charge.

**LICENSE LIMITED TO EXPRESS PROVISIONS HEREIN STATED:** This License does not authorize or permit any use of the...
Licensed Materials or any other Carus Publishing Company content not expressly set forth herein.

CREDITS: Licensee will credit each selection of the Licensed Material on every copy of the Work, on the credit page or on the page where the selection appears. Each credit will include the author(s) and/or artist(s) by name, and magazine source, “© by Carus Publishing Company. Reproduced with permission” with the following statement:

All Cricket Media material is copyrighted by Carus Publishing Company, d/b/a Cricket Media, and/or various authors and illustrators. Any commercial use or distribution of material without permission is strictly prohibited. Please visit http://www.cricketmedia.com/info/licensing2 for licensing and http://www.cricketmedia.com for subscriptions.

PAYMENT: Payment is due net 30 (thirty) days of invoice to be issued upon countersignature. Please sign and return this Agreement, and an invoice will be issued.

LICENSOR
By: ______________________
Name: Tyler Thompson
Title: Licensing Manager
Date: 11.14.18

LICENSEE
By: ______________________
Name: Agnes Malatinszy
Title: Content Partnerships Manager
Date: 11/14/2018

Signing of this Agreement shall constitute agreement for the above terms and shall considered a binding contract.