

## CENTER FOR APPLIED INSIGHT CONFLICT RESOLUTION

### LICENSE AND SERVICES AGREEMENT

This License and Services Agreement (this “Agreement”) is entered into by and between Center for Applied Insight Conflict Resolution, a Washington, D.C. limited liability company principally located at 4517 Arkansas Ave. NW Washington, D.C. 20011 (“CAICR”), and you (“you,” “your,” or “Licensee”). Together, CAICR and Licensee may each be referred to herein as a “Party” and collectively as the “Parties”.

**BY SIGNING AN ORDER FORM WITH CAICR, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE DATE OF SUCH ACTION.**

### DEFINITIONS

A “Certificate of Program Completion” means the certificate given to a Permitted Trainee upon successful completion of the Program.

“Certified Program Trainers” means licensee personnel who have completed all requirements of the CAICR “Insight Policing Instructor Certification”, including the successful completion of the Instructor Course, the Program, and graded assignments.

The “Instructor Course” means the “Insight Policing Instructor Training Course” provided to those individuals seeking to become Certified Program Trainers.

An “Order Form” means the ordering document which refers to this Agreement and includes a description of the services to be provided, the start date and term, number of licenses licensed, and associated fee and payment information, that is entered into between you and CAICR.

A “Permitted Trainee” means a member of the Licensee personnel of whom will be using the Program to seek training.

The “Program” means the conflict resolution educational program entitled, “Insight Policing: Conflict Resolution for Law Enforcement,” developed and owned solely by CAICR, which includes, but is not limited to, a 2-day/16-hour course curriculum, facilitator’s guide, participant handouts, workbooks, slide presentations, discussion guides, and all supporting materials.

### ARTICLE I

#### LICENSE GRANT/LICENSED USE/TRAINING

1.1 License Grant. During the Term (defined below under Article III), CAICR hereby grants to Licensee a limited, non-exclusive, non-assignable, non-transferable, and revocable license, without the right to sublicense, to use the Program solely in connection with the training of the

number of Permitted Trainees, under the terms and conditions contained in this Agreement. The number of Permitted Trainee's shall be set forth in the Order Form and only Permitted Trainee's and Certified Program Trainers are permitted to use and access the Program.

1.2 Licensed Use. Licensee acknowledges, warrants and represents that all of the following conditions must be met in order to use the Program (collectively, the following shall be referred to as the "Licensed Use"):

1.2.1 Training.

1.2.1.1 Only Certified Program Trainers shall use the Program to train Permitted Trainees. Under no circumstances shall the Program be used to train Permitted Trainees if such training is not conducted by a Certified Program Trainer. In order to maintain their certification as a Certified Program Trainer, during the Initial Term and each Renewal Term (both defined below under Article III), Certified Program Trainers shall: (i) obtain coaching sessions provided by CAICR at least once every three (3) months to continue to maintain their certification as a Certified Program Trainer; and (ii) complete a half (½) day re-certification course provided by CAICR at the time of renewal. Additionally, Certified Program Trainers' performance will be subject to review. Certified Program Trainers are expected to achieve an average of 4 (on a 1-5 scale) on the training evaluations completed by the Permitted Trainees they train. CAICR reserves the right to revoke certification for poor performance.

1.2.1.2 During the Initial Term or any Renewal Term, on "Day One" of the Program, at least two (2) Certified Program Trainer's may conduct the training for all Permitted Trainees. However, beginning on "Day Two" each Certified Program Trainer shall train no more than eight (8) Permitted Trainees at a time. For clarity, at no time shall the ratio of Certified Program Trainers to Permitted Trainees exceed 1:8, after Day One of any training.

1.2.2 Certificates of Program Completion.

1.2.2.1 In order to provide Certificates of Program Completion for each Permitted Trainee who has completed training with the Program, after each training session, Licensee shall provide to CAICR the following:

1.2.2.1.1 the names of the Certified Program Trainers who provided the training session;

1.2.2.1.2 the names of each Permitted Trainee who completed training with the Program and each of such Permitted Trainee's e-mail address; and

1.2.2.1.3 Program pre-test, post-test and evaluation data completed by the Permitted Trainees for the Certified Program Trainer who trained them.

1.2.2.2 After receiving the above information, CAICR shall provide a Certificate of Program Completion for each Permitted Trainee who has completed training with the Program and enroll them in CAICR learner support programs.

1.3 Ownership of License. Licensee acknowledges that the Program is proprietary to CAICR and that CAICR is and will remain the exclusive owner of the entire right, title and interest in and to the Program, and that Licensee is only being granted a non-exclusive license to use the Program in accordance with the Licensed Use. Licensee shall not do, or cause to be done, any act or thing in any way impairing or tending to impair any part of such right, title and interest of CAICR, and shall not challenge or assist any third party to challenge, the validity of CAICR's ownership of the Program. In connection with the use of the Program, Licensee shall not in any manner represent that it has any ownership in the Program. Company acknowledges that the use of the Program shall not create in Licensee's favor any right, title, or interest in the Program, but that all benefits, including goodwill, accruing from the use of the Program by Licensee shall automatically vest in CAICR. CAICR owns and retains all copyrights, other intellectual property rights, and all other rights, title, and interest in and to all forms of the Program and any derivative works created therefrom.

1.4 No Implied Licenses. Except as expressly provided in Section 1.1, nothing contained in this Agreement is intended to confer by implication, estoppel, or otherwise, upon Licensee or any other party, a license or rights in any intellectual property rights of CAICR.

1.5 Reservation of Rights. CAICR hereby reserves all rights not expressly granted to Licensee under this Agreement. Without limiting the foregoing, all rights granted to Licensee under this Agreement are subject to CAICR's reserved right to use the Program in its businesses anywhere in the world.

## **ARTICLE II PERMITTED USE OF PROGRAM**

### 2.1 Prior Approval.

A. Licensee shall not, nor cause or permit any third party to reproduce, disseminate, disassemble, decompile or reverse engineer, or otherwise seek to discover or access or attempt to access the source code of the Program, translate, sell, lend, lease, rent, use the Program on a "service bureau" basis or for any other time-sharing purposes, distribute or make available license keys, certificates or access codes of the Program to anyone other than Licensee, manufacture sublicense, distribute, transfer, assign, modify, adapt, translate, create derivative works from the Program without CAICR's express prior written consent, which consent may be granted or withheld in CAICR's sole discretion.

B. Licensee shall not use the Program in a manner that violates any applicable law, including in violation of the intellectual property or other rights of any third party, including privacy rights, or authorize or permit unauthorized use of or access to the Program or use or operate the Program other than as instructed, including the combination, use or operation of the Program with an application, hardware, software, or in an environment, other than as set forth herein or combine, use or operate the Program with an application, hardware, software, or in an environment not provided by or authorized by CAICR.

C. All specific uses of and references to the Program (and all uses of and references to the content and materials which are contained in the Program), including, without limitation, use or references in signage, stationery, business cards, labels, manuals, press releases, advertisements, promotional material, reports, ads or listings, internet web sites, vehicles, specialty items and collateral materials of any kind, must have prior written approval of CAICR. Furthermore, Licensee shall not modify, remove or cover proprietary notices in or on the Program or delete any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership and confidential markings on all copies of the Program provided to Licensee, in the content and format contained on the Program.

2.2 Licensee's Employees. Licensee shall not use the Program, in whole or in part, to train any personnel or third party that is not an employee of Licensee's organization.

### **ARTICLE III TERM AND TERMINATION**

3.1. Term. This Agreement, and the rights to access and use the Program commences on the effective date set forth in the Order Form and continues until either the Order Form term has expired or has been terminated by either Party as permitted hereunder (the "Term"). The term of each license associated with this Agreement, shall be as specified in the applicable Order Form.

3.2 Termination. Either Party may terminate this Agreement immediately upon written notice to the other Party if: (i) the other Party breaches a material term of this Agreement and fails to cure such breach within twenty (20) calendar days of receiving written notice of the breach, unless said breach is for non-payment, which Licensee will have ten (10) days to cure; or (ii) the other Party becomes insolvent or the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not discontinued within sixty (60) days of its commencement.

3.3. Immediate Termination. In addition to the termination rights set forth in Section 3.2, CAICR may terminate this Agreement immediately upon written notice to Licensee if Licensee breaches any provision of Article II.

3.4 Effect of Termination. Upon expiration or termination of this Agreement, (i) Licensee shall immediately cease all use of and shall have no further right to use the Program and (ii) Licensee shall destroy all physical or electronic copies of the Program and all derivative works made from

the Program. Within ten (10) business days following expiration or termination, Licensee shall submit written verification to Licensor that all use of the Program has been discontinued and that the destruction or return of all materials related to the Program has taken place. In the event CAICR terminates for Licensee's breach, Licensee shall immediately pay all fees due through the effective date of Termination.

3.5 Survival. Upon termination or expiration of this Agreement, Sections 1.3, 1.4, 1.5, 3.4 and Articles V, VI and VII shall survive.

#### **Article IV FEES**

4.1 License Fees. In consideration of the limited license granted hereunder, Licensee shall pay to CAICR the amount set forth in the Order Form in accordance with the payment terms therein. The CAICR reserves the right to increase the fees associated with the Program by any amount it deems necessary (in its sole judgment), but if a rate increase is planned, CAICR will provide notice of the same to you at least fifteen (15) days prior to the end of the applicable term.

#### **ARTICLE V DISCLAIMER, INDEMNITIES, INSURANCE**

5.1 Disclaimer. THE PROGRAM IS PROVIDED "AS IS," AND CAICR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH REGARDS TO THE SOFTWARE, SERVICES, OR ANY OTHER MATERIALS SUPPLIED IN ACCORDANCE WITH THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. CAICR DOES NOT REPRESENT OR WARRANT THAT LICENSEE'S USE OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES CAICR WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET LICENSEE'S REQUIREMENTS. CAICR'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF CAICR'S RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PROGRAM OR USE OF THE PROGRAM IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED IN THIS AGREEMENT OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY AND ALL WARRANTIES ANYWHERE IN THE AGREEMENT SHALL BE VOID IF CUSTOMER HAS MADE ANY UNAUTHORIZED USE OF THE PROGRAM.

5.2 Damages. CAICR shall not be liable to Licensee for any consequential, incidental, indirect, punitive, exemplary, or special damages arising out of or relating to Licensee's use of the Program,

regardless of the basis of the claim and even if CAICR has been appraised of the likelihood of such damages. Except for any indemnification obligation pursuant to Section 5.3 below, in no event shall CAICR's total aggregate liability to Licensee hereunder exceed the total amount of license fees paid by Licensee hereunder.

5.2 Licensee Indemnity. Licensee shall protect, indemnify, defend, and hold harmless CAICR, and its officers, directors, employees, and agents, from and against any and all claims, suits, losses, liabilities, accruing or based upon, arising out of or as a result of any breach of this Agreement by Licensee, including improper use of Program.

5.3 CAICR Indemnity. CAICR shall protect, indemnify, defend, and hold harmless Licensee and its officers, directors, employees, and agents, from and against any and all claims or suits by third parties arising out of an allegation that the Program, as provided to Licensee hereunder ("Subject IP") as used in accordance with and in compliance with this Agreement, infringes a third party's United States patents, copyrights or trademarks, or misappropriates such third party's trade secrets. The foregoing indemnification obligations apply only if each of the following conditions are met: Licensee (i) gives CAICR prompt written notice of such claim, (ii) grants CAICR sole control of the defense or settlement of such claim and (iii) reasonably cooperates with CAICR, at CAICR's expense, in its defense or settlement of the claim. CAICR shall, at its option and expense, (A) replace the Subject IP with compatible non-infringing functionality, (B) modify the Subject IP so that it is non-infringing, (C) procure the right for Licensee to continue using the Subject IP, or (D) if the foregoing options are not reasonably available, terminate the license to use the Subject IP and refund Licensee all prepaid license fees paid by Licensee. CAICR shall have no obligation to Licensee with respect to any claim if such claim is based upon an unauthorized use. This section sets forth CAICR's entire obligation to Licensee with respect to any claim of infringement.

## **ARTICLE VI CONFIDENTIALITY**

6.1 Confidentiality. "Confidential Information" means all information and materials obtained by a Party (the "Recipient") from the other Party (the "Disclosing Party"), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation, all information relating to the Disclosing Party's business plans, marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information. Confidential Information of CAICR also includes the Program, CAICR's IP, the pricing of the Program, and the results of any tests or analyses run by CAICR on the Program, including, but not limited to, functionality testing, code review, static code analysis, unit testing, single user performance testing, or vulnerability testing.

Confidential Information shall not include information that: (a) was in the Recipient's possession prior to the disclosure; (b) is already generally known to the public at the time of disclosure; (c)

becomes generally known to the public after the time of disclosure, but not due to any act or failure to act on the part of the Recipient; (d) is rightfully obtained by the Recipient from a third party without breaching any confidentiality obligations; or (e) is independently developed by the Recipient without use of or reference to the Confidential Information.

The Recipient shall not use or disclose any Confidential Information without the Disclosing Party's prior written permission except as necessary for the use of the Program, or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

7.1 Successors and Assigns. Licensee may not assign or sublicense its rights or delegate its duties under this Agreement without the written approval of CAICR, which approval may be withheld in CAICR's sole and absolute discretion. Any attempted assignment in violation of the foregoing shall be null and void. All of the terms and provisions of this Agreement shall inure to the benefit and be binding upon the successor and permitted assigns of the respective parties.

7.2 Entire Agreement. This Agreement constitutes the final, complete, and exclusive agreement between the Parties with respect to its subject matter. This Agreement may not be amended or modified except by a writing signed by both Parties and identified as an amendment to this Agreement.

7.3 No Waiver. No waiver of any rights under this Agreement shall be effective unless in writing signed by the Parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

7.4 Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is held invalid, the remainder of this Agreement or the application of the provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

7.5 Independent Contractors. The Parties are and will remain independent contracting entities. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither Party has the power or authority to bind or obligate the other Party to a third party or commitment in any manner.

7.6 Notice. Any notice hereunder shall be in writing and shall be effective (i) when personally delivered, (ii) when transmitted via email with receipt confirmed, or (iii) when sent via a reputable courier service for delivery, upon receipt documented by such courier service. All notices shall be sent to the Parties at the addresses set forth in the signature blocks below, or at such other address as one Party may expressly provide to the other Party in writing.

7.7 Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of Washington D.C. without regard to conflicts of law principles. The sole and exclusive jurisdiction and venue for any dispute, action, or litigation arising from or relating to this Agreement shall be an appropriate court located in Washington, D.C.

7.8 Counterparts. This Agreement may be executed in counterparts and in any format, including electronically delivered versions thereof, each of which shall be deemed to be an original and shall fully bind each Party who has executed it, but all such counterparts together shall constitute one and the same agreement.

7.9 Headings. Headings are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.