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Service Alternatives Training Institutd JUN 2 G 2003

RIGHT RESPONSETM Workshops /,-"

When Safely Is Your Responsibily. . . t~L-=";

PO Box 445, Woodinville, WA 98072

. (800) 896-9234 ~ info@RightResponse.org ~ www.RightResponse.org

**LI CENSE AGREEMENT FOR
RIGHT RESPONSETM WORKSHOPS ,~aJ/V"> 1~ ~ ~**

This License Agreement ("Agreement") is entered into this 1~ day.~f 1U-ft-1 20~ ("Effective Date"), by and between Service Alternatives, Inc., a Washington~orporation (: 'Service Alternatives" or "SA Training Institute"), whose address is 20 NW I Sl, P.O. Box 595, Coupeville, Washington 98239, and L.L I\$ P # '30., " ("Licensee"), whose address is po &11)1 z.z.D L> ~ D \.0.41'1; \,i"~S""I (each, also may be referred to individually, as a "party" and collectively, the "parties").

Last update: August 10,2007

RECITALS

- A. Service Alternatives is in the business of providing crisis management training, development and certification in the form of a series of workshops called **RIGHT RESPONSETM** ("Workshops"). Service Alternatives also provides consulting services in connection with crisis management.
- B. Licensee is in the business of conducting, receiving, teaching, instructing and training participants in the Workshops.
- C. Licensee desires to obtain from Service Alternatives, and Service Alternatives desires to grant to Licensee, a license to conduct the Workshops subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DefInitions. For purposes of this Agreement, the following tenns shall have the meanings set forth in this Section.

A. "**Instructors**" shall mean Licensee's employees that are certifi~d in accordance with Instructor Certification Guidelines or on the track to be certified to conduct Workshops for Licensee.

B. "**Internal Attendees**" shall mean Workshop recipients or attendees that are employees of Licensee.

C. "**Internal Participants**" shall mean Workshop participants such as parents, volunteers or other participants that are not employees of Licensee but internally associated with Licensee.



A Division of Service Alternatives, Inc.

www.servalt.com

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D. "Workshop Materials" means Service Alternatives' materials that are required to conduct Workshops, including but not limited to, Attendee and Participant workbooks and Workshop Instructor guides.

E. "External Participants" shall mean individuals that are not employees of Licensee or internally associated with or engaged by Licensee that attend Licensee's Workshops.

F. "External **Income**" shall mean any income and certification fees that Licensee receives from offering the Workshops and providing the Workshop Materials to External Participants to obtain certification, recertification or to participate in the Workshops.

2. License. Service Alternatives hereby grants Licensee a nonexclusive, non- transferable license, without the right to sublicense, to conduct Workshops pursuant to the tenns and conditions of this Agreement. The license to conduct Workshops includes the right to use the Workshop Materials only in connection with conducting Workshops and conducting follow-up reviews. Only Instructors with current instructor certification may conduct Workshops.

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Service Alternatives' Obligations. Service Alternatives shall

A. Create Workshop requirements for different versions in accordance with Workshop Requirements, attached hereto as Exhibit B, which may be modified from time to time.

B. Train, mentor, certify and recertify Instructors, Internal Attendees, Internal Participants, and External Participants in accordance with the Certification Guidelines which are attached hereto as Exhibit C, or such guidelines which may be modified from

time to time and as may hereinafter be issued by Service Alternatives.

C. Promptly provide Licensee with copies of Workshop Materials as they are created, modified or updated by Service Alternatives at the current price list as of the date of the Workshop.

D. Issue certifications and recertifications using and issuing an official form to Instructors, Internal Attendees, Internal Participants and External Participants once Instructors, Participants, and Attendees successfully complete Workshops and submit required paperwork in mail or online in accordance with the Certification Guidelines.

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Licensee's Obligations. Licensee agrees to

A. Maintain current and appropriate workers' compensation insurance for Instructors and Internal Attendees participating in Workshops, instructing Workshops, or using Workshop techniques and concepts. '

B. Ensure that each Instructor complies with the requirements for certification by following and complying with the Certification Guidelines and successfully recertifying within the required period in accordance with the Certification Guidelines.

C. Be solely responsible for the quality of services provided by Instructors and ensure that Instructors, Internal Attendees, Internal Participants and External Participants attending Workshops to obtain and maintain all necessary and appropriate licenses and permissions to

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perform their duties. Licensee also agrees to ensure that Instructors provide services in accordance with current medical and professional standards and applicable laws, regulations and procedures. Licensee also agrees to screen Instructors and Internal Attendees to ensure that no Instructor or Attendee has any criminal history or other civil finding or physical, health, mental or behavioral health history or limitation deemed to be inconsistent with which a safe, ethical and consistently professional participation can be conducted with use and implementation of the RIGHT RESPONSETM concepts, techniques and Workshop Materials.

D. Purchase from Service Alternatives the required Workshop Materials for each Workshop at the current price list as of the date of the Workshop.

E. Present Workshops in accordance with Service Alternatives' most current version of the Workshop Requirements, Workshop Instructor Guides and Certification Guidelines in an ethical, professional and safe manner.

F. Provide SA Training Institute with complete, true and accurate copies of documents relating to the Workshops within two (2) weeks of the date on which each Workshop is held according to procedure attached hereto as Exhibit J. For each Workshop conducted by Licensee, a copy of the following documents are required to be submitted by Licensee to SA Training Institute:

i. A signed copy of the Participation Agreement from all prospective Workshop participants including Instructors, Internal Attendees, Internal Participants, and External Participants collected prior to beginning a Workshop. A Participation Agreement to be used is attached hereto as Exhibit D (or such form of participation agreement which may later be required by Service Alternatives, in its sole discretion);

ii. A signed copy of the Certification Sheet from all prospective Workshop Instructors. A Certification Sheet to be used is attached hereto as Exhibit E, which may be modified from time to time; and

iii. Official roster form of all Workshop Instructors, Internal Attendees, Internal Participants, and External Participants attending each Workshop. An Official Roster Form to be used is attached hereto as Exhibit F, which may be modified from time to time.

iv. Completed workshop evaluations, which have been collected from all workshop attendees/participants, for each Workshop. An official evaluation form to be used is attached hereto as Exhibit H, which may be modified from time to time.

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Obtain and maintain on file the following records for five (5) years

All documents listed in Section 6 above.

ii. A signed copy of the "Agreement for Instructors" from all prospective Instructors to be collected prior to certification. A copy of the "Agreement for Instructors" to be used is attached hereto as Exhibit A (or such form

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of instructor agreement as may later be required by Service Alternatives, in its sole discretion).

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Consideration and Payments.

A. License Fee. Licensee will pay Service Alternatives a license fee ("License Fee") at the rates provided in the Payment Schedule attached hereto as Exhibit G, which shall be due and payable on the Effective Date.

B. Workshop Materials. Licensee shall pay on the Effective Date the appropriate fees for purchasing Workshop Materials either individually or in bulk to be used in connection with conducting Workshops. Service Alternatives will provide, under license, course-specific Workshop Materials to be used in the Workshops and Instructor Certification Courses. The price list for purchasing Workshop Materials is covered in the Payment Schedule.

c. External Income. Licensee agrees to pay Service Alternatives External Income either: (a) before a Workshop is conducted by Licensee; or (b) within two (2) weeks of the date on which each Workshop is conducted in order for External Participants to participate in the Workshops. Licensee shall pay External Income in accordance with the Payment Schedule.

6.

Representations, Warranties and Indemnification.

A. By Service Alternatives. Even though the techniques and concepts of RIGHT RESPONSETM are developed on the basis of sound research and accepted practices, Service Alternatives makes no warranty or representation concerning the appropriateness of RIGHT RESPONSETM techniques and concepts in any given situation. The license granted to Licensee hereunder is "as is" without warranty of any kind including (without limitation) all implied warranties of merchantability, fitness for a particular purpose, and noninfringement.

B. By Licensee. Licensee, on its own behalf and on behalf of its employees, agents, assigns, participants, and clients, agrees to assume all risk associated with its use of the RIGHT RESPONSETM concepts and techniques. Licensee shall indemnify, defend, and hold harmless Service Alternatives directors, officers, employees and agents against and any loss, liability or costs (including reasonable attorney fees at trial and on any appeal) arising out of or relating to Licensee's use, instruction or application of the Workshops.

C. Limitation of Liability. Except for the obligations under Section F1 and F2, and absent a willful or intentional breach of this Agreement, neither party shall be liable to the other party for incidental, consequential, special, or direct damages including without limitation, lost business, profits or damages arising from or connected with use, instruction or application of the Workshops.

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Other Provisions.

A. Intellectual Property Rights and Confidential Information. Service Alternatives owns all right, title, and interest, including all copyright, trademark, patent and other intellectual property rights, in and to the Workshops and Workshop Materials. Each party acknowledges that during its activities pursuant to this Agreement, the receiving party may acquire or have access to information that is proprietary and confidential and of value to the disclosing Party

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which the disclosing party designates as confidential. Each party agrees to use the other party's confidential information only in furtherance of this Agreement and not to disclose or use the other party's confidential information without the written authorization of the other party. The confidential information of this Section shall not apply to information that: (a) the receiving party proves was derived from information in the public domain; (b) becomes a part of the public domain through no fault of the receiving party; (c) the receiving party proves was in its possession prior to the disclosure of the information by the disclosing party; (d) the receiving party acquires the information outside the relationship between the parties to this Agreement from a third party that is under no obligation of confidence to a disclosing party; or (e) is proven to be independently developed by the receiving party.

B. Non-Competition. Licensee agrees not to offer, sell or provide competitive or similar services and materials to any third party during the term of this Agreement and for two (2) years after executing this Agreement. Licensee agrees not to offer, sell, replicate or provide Workshop Materials or other information received from Service Alternatives to any third party for any purpose outside of this Agreement.

C. IndeQendent Contractors. Licensee and Service Alternatives are independent entities. None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship other than that of independent entities contracting with each other solely for the purpose of affecting this Agreement. Neither of the parties to this Agreement nor any of their respective employees shall be construed to be the principal, agent, employee, or representative of the other.

D. Insurance Requirements. Licensee shall obtain and carry in full force and effect commercial, general liability insurance during the teml of this Agreement and during the period that Licensee conducts Workshops and uses the Workshop Materials or certifications. The limits of such insurance shall be no less than Five Hundred Thousand Dollars (\$500,000) per occurrence with an aggregate of the One Million Dollars (\$1,000,000) for personal injury or death, and Five Hundred Thousand Dollars (\$500,000) for property damage. The general liability policy shall name Service Alternatives as an additional named insured and shall include a provision prohibiting cancellation of the policy except upon thirty (30) days prior written notice to Service Alternatives. Certificates of coverage as required by this section shall be delivered to Service Alternatives on demand.

E. Entire Agreement. Amendment and Waiver. This Agreement and all the Exhibits contain the entire agreement between the parties hereto and regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement that are not expressly set forth in this Agreement are of no force and effect. The Agreement may not be amended except in a writing signed by both parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during this term, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provision shall remain in full force and effect despite such severance, provided that the invalid provision is not material to the overall purpose and operation of this Agreement.

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F. AQQlicable Law/Arbitration. This Agreement shall be governed by and construed and enforced in accordance with and subject to the law of the State of Washington without regard to conflict of laws principles. The exclusive venue for any dispute arising from this Agreement shall be Superior Court in King County, Washington. The parties may agree on alternative dispute resolution such as mediation or arbitration.

G. Licensee's Assig!!!!ent. Except as otherwise provided in this Agreement, Licensee may not assign its duties, rights, or obligations under this Agreement without written prior approval of Service Alternatives.

H. Notice. All written notices or other written communications required under this Agreement shall be deemed properly given when provided to the parties entitled thereto by personal delivery (including delivery by commercial services such as messengers and airfreight forwarders), by electronic means (such as by electronic mail, telex or facsimile transmission) or by mail sent registered or certified mail, postage prepaid at the following addresses (or to such other address of a party designated in writing by such party to the others):

If to Services **Alternatives**

Attn: RIGHT RESPONSE Administrator Service Alternatives, Inc.
P.O. Box 445

Woodinville, WA 98072
E-mail: info@rightresponse.org
Fax: 866-534-1381

If to Licensee



E-mail: Fax:

I. Term and Termination. The initial term of this Agreement shall be four (4) years from the Effective Date hereof unless earlier terminated as provided in this Agreement. At the end of the initial term hereof, this Agreement may be extended for another term of four (4) years by written mutual consent between the parties. This Agreement may be terminated by either party upon written notice to the other party at least ten (10) days prior to the intended termination. Service Alternatives may terminate this Agreement and any certifications of Licensee and its employees at any time in its sole discretion, if Licensee or its employees breach the Agreement including, but not limited to the following: (a) Licensee's failure to make payments owed to Service Alternatives under this Agreement; (b) Licensee ceases to do business or becomes insolvent; or (c) Licensee attempts to transfer any direct or indirect interest under this Agreement to a third party without the prior written consent of Service Alternatives, and the breach has not been cured to the reasonable satisfaction of Service Alternatives within fifteen (15) days following such breach. In the event of termination of the Agreement due to Licensee's breach, Licensee will immediately stop using, for any purpose, the Workshop concepts and techniques and Workshop Materials and promptly return all embodiments of the Workshop Materials to Service Alternatives. **If** there has been no breach, Licensee, Instructors, Internal Attendees, Internal Participants and External Participants are allowed to keep the Workshop Materials purchased and used for participating in the Workshops. The obligations of Licensee and confidentiality covenants shall survive the expiration or termination, for any reason, of this Agreement.

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Exhibits. The following exhibits are part of this Agreement:

1.
Exhibit A - Agreement for Instructors

11.
Exhibit B - Workshop Requirements

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Exhibit C - Certification Guidelines

IV.

Exhibit D - Participation Agreement

v.

Exhibit E - Certification Sheet

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Exhibit F - Official Roster Form

VII.

Exhibit G - Payment Schedule

VIII.

Exhibit H - Official Evaluation Form

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Exhibit J - Workshop Paperwork Procedures

IN WITNESS WHEREOF the parties hereto have executed this Agreement and the attached Exhibits as of the Effective Date.


SERVICE ALTERNATIVES. INC.



Signature

Name A
Title , -Jr Jr, ..r

LICENSEE



Signature

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EXHIBIT A

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A2reement for Instructors

I understand all the restrictions described in the License Agreement between
L~D ~ ^DL (Licensee) and Service Alternatives, Inc. ("Service Alternatives"), and agree that in partial consideration of Service Alternatives pennitting me to act as a RIGHT RESPONSETM Instructor or Workshop attendee, that I am bound by the terms and provisions of the License Agreement. In consideration for Service Alternatives allowing me to act as a RIGHT RESPONSETM Instructor to conduct Workshops, I acknowledge and agree that the terms and provisions of the License Agreement may be enforced against me. I hereby indemnify, defend and hold harmless Service Alternatives and its employees and agents from and against any loss, liability or costs arising out of conducting Workshops and from my application and implementation of the

RIGHT RESPONSETM principles, concepts and techniques to Attendees and Participants. I assume all responsibility of mental and physical fitness to instruct and conduct Workshops and to use RIGHT RESPONSETM concepts, techniques and the Workshop Materials. I agree to abide by all the rules and requirements of the License Agreement, including complying with Certification Guidelines, Workshop Requirements and other obligations of Licensee.

Additionally, as further consideration of SeIVice Alternatives permitting me to be an mstructor, I agree that the exclusive venue for resolving any dispute between SeIVice Alternatives and I shall be Superior Court in King County, Washington, and this Agreement and the rights, obligations and liability arising herefrom shall be governed by and construed and enforced in accordance with and subject to the law of the State of Washington without regard to conflict of laws principles.


Signature of Instructor

Name and Title of Instructor -J
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Name of Licensee

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