

# ALICE Terms and Conditions

## ALICE – Master Subscription Agreement

**THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR USAGE OF THE ALICE PLATFORM AND THE PROVISION OF PROFESSIONAL SERVICES. IF YOU PURCHASE ALICE PLATFORM SERVICES OR PROFESSIONAL SERVICES, THIS AGREEMENT WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THE ALICE PLATFORM AND PROFESSIONAL SERVICES.**

**BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY EXECUTING THIS AGREEMENT BELOW, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE ALICE PLATFORM.**

You may not access the ALICE Platform if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the ALICE Platform for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. It is effective between You and Us as of the date of You accepting this Agreement.

**This Agreement was last updated on June 24, 2019.**

### **0. DEFINITIONS**

**0.1** “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**0.2** “**ALICE Platform**” means the online, Web-based applications and safety training platform that includes Alert, Lockdown, Inform, Counter and Evacuate (ALICE) strategies, SafePlans, or ERIP as provided by Us via <http://www.AliceTraining.com>, <http://SafePlans.com>, <http://ERIP.com> or a

related web address, that are ordered by You as part of this Agreement. **ONCE ORDERED, THE ALICE PLATFORM IS NOT CANCELABLE.**

**0.3** “**Contract Class**” means a contract for a seat in an existing scheduled training session conducted by ALICE or its Affiliate. If you cancel a Contract Class there is NO REFUND.

**0.4** “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**0.5** “**Order Form**” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

**0.6** “**Professional Services**” means the professional services as described in Section 10 (Professional Services) and the applicable Order Form that are ordered by You as part of this Agreement. If you cancel a **Professional Services** engagement, **there is no refund and all payment obligations are non-cancelable.**

**0.7** “**Users**” means individuals who are authorized by You to use the ALICE Platform and who have been supplied user identifications and passwords. Users may include but are not limited to Your employees, consultants, contractors and agents.

**0.8** “**We**,” “**Us**” or “**Our**” means ALICE, Inc. as described in Section 11 (Notices, Governing Law and Jurisdiction).

**0.9** “**You**” or “**Your**” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

**0.10** “**Your Data**” means all electronic data or information submitted by You to the ALICE Platform.

## **1. ALICE PLATFORM**

**1.1. Provision of ALICE Platform.** We shall make the ALICE Platform available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

**1.2. Subscriptions.** Subscriptions shall be based upon the definitions and license parameters as set forth in the applicable Order Form.

## **2. USE OF THE ALICE PLATFORM**

**2.1 Our Responsibilities.** We shall (i) use commercially reasonable efforts to make the ALICE Platform available 24 hours a day, 7 days a week, except for: (a) planned downtime, of which We shall give notice via the ALICE Platform and which We shall schedule to the extent practicable during the weekend hours from 8:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday), or (b) any unavailability caused by circumstances beyond Our 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 Our employees), or Internet service provider failures or delays, and (ii) provide the ALICE Platform only in accordance with applicable laws and government regulations.

**2.2. Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the ALICE Platform, and notify Us promptly of any such unauthorized access or use, (iv) use the ALICE Platform only in accordance with Our guidelines and applicable laws and government regulations. You shall not (a) make the ALICE Platform available to anyone other than Users, (b) sell, resell, rent or lease the ALICE Platform, (c) use the ALICE Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the ALICE Platform to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the ALICE Platform, or (f) attempt to gain unauthorized access to the ALICE Platform or their related systems or networks. If You are in material breach of Your obligations as set forth in this Section, in addition to any of its other rights or remedies, We reserve the right to immediately suspend Your use of the ALICE Platform provided to You without liability to You, until such breach is cured.

## **3. FEES AND PAYMENT**

**3.1. Fees.** You shall pay, **in advance**, all fees specified in all Order Forms hereunder for the ALICE Platform as set forth in such Order Form. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on ALICE Platform services purchased and not actual usage, (iii) **payment obligations are non-cancelable**

**and fees paid are non-refundable**, and (iv) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Subscription fees are based on annual periods that begin on the subscription start date and thereafter on each annual anniversary thereof, as set forth in the Order Form.

**3.2. Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

**3.3. Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due **Net 30** days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the ALICE Platform.

**3.4. Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**3.5. Suspension of ALICE Platform Service and Acceleration.** If any amount owing by You under this or any other agreement for the ALICE Services is 30 or more days overdue We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Your use of the ALICE Platform services until such amounts are paid in full.

**3.6. Payment Disputes.** We shall not exercise Our rights under Section 3.3 (Overdue Charges) or 3.4 (Suspension of ALICE Platform Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

## 4. PROPRIETARY RIGHTS

**4.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the ALICE Platform, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. You acknowledge that the ALICE Platform services provided by Us pursuant to this Agreement are owned solely by Us and made available to You pursuant to license in accordance with the terms and conditions of this Agreement, and such ALICE Platform services do not constitute a Deliverable under this Agreement, as defined in Section 10.5.2 (Our Ownership) below.

**4.2. Restrictions.** You shall not (i) permit any third party to access the ALICE Platform except as permitted herein or in an Order Form, (ii) create derivative works based on the ALICE Platform, (iii) copy, frame or mirror any part or content of the ALICE Platform, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the ALICE Platform, or (v) access the ALICE Platform in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the ALICE Platform.

**4.3. Ownership of Your Data.** As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

**4.4. Suggestions.** We shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the ALICE Platform any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the ALICE Platform.

## 5. CONFIDENTIALITY

**5.1. Definition of Confidential Information.** As used herein, " Confidential Information" means all confidential information disclosed by a party (" Disclosing Party") to the other party (" Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the ALICE Platform; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than

Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**5.2. Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

**5.3. Protection of Your Data.** Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 5.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to address service or technical problems, or at Your request in connection with customer support matters.

**5.4. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## **6. WARRANTIES AND DISCLAIMERS**

**6.1. Our Warranties.** We warrant that (i) the ALICE Platform shall perform materially in accordance with documentation made available to You, (ii) the functionality of the ALICE Platform will not be materially decreased during a subscription term, and (iii) Professional Services will be performed in a

professional and workman like manner. For any breach of warranty, Your exclusive remedy shall be as provided in Section 9.3 (Termination for Cause) and Section 9.4 (Refund or Payment upon Termination) below.

**6.2. Mutual Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code.

**6.3. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **7. MUTUAL INDEMNIFICATION**

**7.1. Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding (" Claim") made or brought against You by a third party alleging that the use of the ALICE Platform as permitted hereunder or any Deliverables provided under Professional Services infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

**7.2. Indemnification by You.** You shall defend Us against any Claim made or brought against Us by a third party (a) alleging that Your Data, or Your use of the ALICE Platform in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, or (b) in any other way relating to or arising from Your Data or a breach of Your Responsibilities set forth in Section 2.2 (Your Responsibilities), and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

**7.3. Exclusive Remedy.** This Section 7 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

## **8. LIMITATION OF LIABILITY**

**8.1 Limitation of Liability.** EXCEPT FOR (A) DAMAGES ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 5 OR (B) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 3 (FEES AND PAYMENT) AND SECTION 10.2 (PRICE AND PAYMENT).

**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.3** THE FOREGOING DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **9. ALICE PLATFORM TERM AND TERMINATION**

**9.1. Term of Agreement.** This Agreement commences on the date You accept it and continues (a) until all User subscriptions for the ALICE Platform granted in accordance with this Agreement have expired or been terminated and (b) for so long as an Order Form for Professional Services continues to be in effect.

**9.2. Term of User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form.

**9.3. Termination for Cause.** For any breach of warranty in accordance with Section 6.1 (Our Warranties) a party may terminate this Agreement for cause: (i)

upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

**9.4. Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination and prepaid fees for Professional Services that are not delivered prior to the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all subscriptions under all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination. This Section 9.4 deals only with Termination for Cause as defined by Section 9.3. **ANY TERMINATION OTHER THAN FOR CAUSE IS GOVERNED BY SECTION 3.1 and any other termination does NOT cancel any payment obligations.**

## 10. SCOPE OF PROFESSIONAL SERVICES

The following Professional Services Terms and Conditions shall apply to any Professional Services purchased by You under the Agreement.

### 10.1 Scope of Professional Services.

**10.1.1 Professional Services.** These terms and conditions set forth the terms and conditions under which You may purchase from Us professional services as more particularly described in the Order Form that may be entered into from time to time between the parties (the "Professional Services"). Such Professional Services may include consulting services, training services and such other services as may be described in the applicable Order Form.

**10.1.2 Statements of Work.** Each Order Form shall describe the Professional Services authorized by You, the billing rates and other appropriate terms and conditions, including Deliverables and specifications, as applicable. Each Order Form shall be governed by these terms and conditions; however, in the event of any conflict between these terms and conditions and an Order Form, the provisions of the Order Form shall prevail. No Order Form shall be effective until it is executed by both parties.

### 10.2 Price and Payment

**10.2.1 Fees.** We shall provide Professional Services at the pricing set forth in the applicable Order Form.

**10.2.2 Expenses.** In addition to our Fees, You will reimburse Us for our reasonable out-of-pocket expenses, including travel and living expenses, incurred in providing Professional Services (“Expenses”). These Expenses may be included on the Order Form

**10.2.3 Invoices and Payment.** Invoicing and payment terms for all Professional Services and Expenses performed under the Agreement are as follows:

1. We shall invoice You, **in advance**, for Professional Services and Expenses in accordance with the invoicing terms and conditions set forth in the applicable Order Form. In the event no invoicing terms and conditions are set forth in the Order Form, We shall invoice You after the Professional Services and Expenses are actually performed and realized, such invoices to be based on the applicable rates for such Professional Services.
2. You shall pay all invoices for Professional Services and Expenses **Net 30** days from the invoice date.

### **10.3 Resources**

**10.3.1 Availability of Your Resources.** You will make available to Us certain use of Your facilities, telecommunications support, records, data, computer resources, software programs, networks, personnel, business information and other relevant information as reasonably required by Us in the performance of any Professional Services hereunder or as specified on any applicable Order Form. You shall ensure that competent personnel are available during normal working hours to provide information and other support to Us while providing Professional Services. **You shall also ensure that ALL participants in any ALICE program or training session have executed the ALICE Terms and Conditions attached hereto as Exhibit A. Your failure to deliver properly completed ALICE Terms and Conditions to the Alice training course or program shall constitute a violation of the Master Subscription Agreement.**

**10.3.2 Compliance with Your Rules.** While on Your premises, We shall take reasonable measures to have Our personnel comply with Your rules and regulations regarding safety, security, and conduct, and shall at Your request immediately remove from the project anyone who is not following such rules and regulations.

**10.3.3 Non-Solicitation.** Each party acknowledges and agrees that the employees of the other party who are involved in the performance of the Professional Services are a valuable asset to such party and are difficult to

replace. Accordingly, each party agrees that, during the term of any Order Form and for a period of one (1) year after the completion of Professional Services under such Order Form, neither party will offer employment or work as an employee, independent contractor, or consultant to any employee of the other party who participated in or was involved with performing such Professional Services. Notwithstanding the foregoing, either party may employ any person who (a) initially contacts such party without solicitation, directly or indirectly, by such party or (b) responds to any general advertisement of employment or engagement by such party or to any solicitation or inquiry from a recruiter retained by such party provided that such person is not specifically identified or targeted by such party for such solicitation or inquiry.

#### **10.4 WARRANTY**

We warrant that the Professional Services shall be performed in a professional and workmanlike manner. Except as expressly provided for in this Section, we hereby expressly disclaim any and all other representations, warranties or conditions with respect to the Professional Services, whether express, implied, statutory or otherwise, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

#### **10.5 Ownership**

**10.5.1 Your Ownership.** You shall retain all right, title and interest in and to any pre-existing or other materials supplied by You to Us hereunder (collectively, "Your Materials"). No rights or implied licenses in Your Materials are granted to Us.

**10.5.2 Our Ownership.** We shall retain title to any deliverables under any Order Form (the "Deliverables"). We shall also retain title to all intellectual property, trade secrets, ideas and concepts, processes, methodologies, templates, techniques and know-how conceived, developed or reduced to practice by Us prior to or independent of its performance of the Professional Services (collectively, "ALICE Technology"). Except as provided otherwise in the applicable Order Form, We hereby grant to You, a non-exclusive, worldwide, royalty free, license to use the Deliverables and any ALICE Technology which is embodied in the Deliverables in connection with your use of the Services during the Term (excluding any ALICE Technology licensed to You pursuant to a separate license agreement, which shall at all times remain subject to the terms and conditions of such agreement). Except as provided for in these terms and conditions, no rights or implied licenses in the ALICE Technology are granted to You. We shall not be restricted in the manner We use the ALICE Technology, or any ideas, concepts, know-how, techniques, or procedures acquired or used by

Us in the performance of the Professional Services; provided, however that We shall only use Your Materials to perform the Professional Services for You.

## **10.6 Termination**

**10.6.1 Order Form Termination.** Any Order Form for Professional Services may be terminated by either party in the event the other has failed to perform any obligation required to be performed under such Order Form or these terms and conditions as it relates to such Order Form, provided such failure is not corrected within thirty (30) days from receipt of written notice from the other party advising of such failure. You also may terminate any Order Form in its entirety or postpone or cancel scheduled work under an Order Form without cause on not less than forty-five (45) business days written notice (or such other period as is set forth in the Order Form). **ANY TERMINATION OF AN ORDER FORM WITHOUT CAUSE SHALL NOT ENTITLE YOU TO A REFUND OF ANY PREPAID PROFESSIONAL SERVICES FEES. ALL PAYMENT OBLIGATIONS ARE NON-CANCELABLE AND FEES PAID ARE NON-REFUNDABLE.**

**10.6.2 Effect of Termination.** You shall pay all undisputed amounts due for all Professional Services performed by Us under any terminated Order Form prior to the date of termination, and We shall deliver to You all Deliverables for which payment is made by You. In addition, if You terminate an Order Form in its entirety or postpone or cancel scheduled work under an Order Form without cause on less than fifteen (15) business days written notice (or such other period as is set forth in the Order Form), You shall pay such additional amounts for reallocation of Our resources as are necessary to cover Our resource costs during such period for any resources that We cannot reasonably reallocate to other projects. Termination of any Order Form shall not relieve You of Your obligation to pay all charges that accrued prior to such termination. Upon termination or expiration of this Agreement or any Order Form, each party shall deliver to the other all copies of all applicable Confidential Information of the other party.

## **10.7 Subcontractors**

The parties agree and anticipate that We may fulfill Our Professional Services obligations (either partially or completely) through the efforts of, or by contract with, third parties.

## **11. NOTICES, GOVERNING LAW AND JURISDICTION**

### **11.1. Information:**

To Us:	The Governing Law is:	Exclusive Jurisdiction and Venue is:
Attention: CEO ALICE Training Institute, LLC 1113 Medina Road, Suite 700 Medina, OH 44256	Ohio and controlling United States Federal law	Courts of Medina County, OH 44256

**11.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) when delivered if delivered personally or sent by express courier service, (ii) upon delivery via mailing (confirmed receipt signature/return receipt requested), or (iii) one business day after the transmission via email provided that the receiving party acknowledges receipt by return email. Notices to You shall be addressed to the person designated on the Order Form, except in the case of billing-related notices, which shall be addressed to the relevant billing contact designated by You.

**11.3. Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts set forth in Section 11.1 above.

**11.4. Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

## 12. GENERAL PROVISIONS

**12.1. Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the ALICE Platform services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use the ALICE Platform services in violation of any U.S. export embargo, prohibition or restriction.

**12.2. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**12.3. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**12.4. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**12.5. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.6. Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 3.2 (Invoicing and Payment) or Section 10.2 (Price and Payment).

**12.7. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

**12.8. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**12.9. Surviving Provisions.** Section 3 (Fees and Payment), 4 (Proprietary Rights), 5 (Confidentiality), 6.3 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 9.4 (Refund or Payment upon Termination), 10.3.3 (Non-Solicitation), 10.5 (Ownership), 10.6.2 (Effect of Termination), 11 (Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of this Agreement.