

TRAINING AGREEMENT

This agreement (this “Agreement”) is made this **31st** day of **January 2022** by and between Grafton School, Inc. DBA Grafton Integrated Health Network (“GRAFTON”) with its principal office at 3150 Shawnee Dr. Winchester, VA 22601, and WARREN COUNTY SCHOOL DISTRICT with its principal office at 6820 Market Street, Russell, PA 16345.

WHEREAS, WARREN COUNTY SCHOOL DISTRICT in order to provide a crisis intervention system to its employees, finds it desirable to enter into this Agreement with GRAFTON to acquire training for certain employees of WARREN COUNTY SCHOOL DISTRICT through participation in GRAFTON’s proprietary course “Ukeru®: The “Least Resistance” Approach to Crisis Management”.

NOW, THEREFORE, WARREN COUNTY SCHOOL DISTRICT and GRAFTON agree as follows:

1. GRAFTON will provide training in GRAFTON’s course (the “Course”) entitled “Ukeru®: The “Least Resistance” Approach to Crisis Intervention Training” to **5** participants for Ukeru train-the-trainer initial certification and **6** participants for Ukeru train-the-trainer recertification of WARREN COUNTY SCHOOL DISTRICT who have been designated by WARREN COUNTY SCHOOL DISTRICT. The training will be held on **March 24-25, 2022** at **6820 Market Street, Russell, PA 16345**. GRAFTON may exclude from training individuals who are disruptive and all individuals shall comply with the reasonable instructions issued by the trainer for the Course. GRAFTON may, as a condition to an individual’s participation in the Course, require that the individual execute a waiver in a form acceptable to GRAFTON acknowledging the risks associated with participation in the Course and waiving and releasing GRAFTON from claims relating to participation in the Course, and other terms consistent with this Agreement.

2. The training will be designed as a train-the-trainer course. Once the training is complete, the GRAFTON instructor will review results. Those trainees who have demonstrated satisfactory progress (as determined in the sole discretion of GRAFTON) will then be issued a certificate of completion. The certificate of completion will allow the individual named in the certificate (the “Individual Licensee”) to train other WARREN COUNTY SCHOOL DISTRICT employees only for a period of one year. The certification must be renewed annually. WARREN COUNTY SCHOOL DISTRICT agrees: (i) any additional WARREN COUNTY SCHOOL DISTRICT trainers must receive training through GRAFTON, (ii) WARREN COUNTY SCHOOL DISTRICT cannot train other WARREN COUNTY SCHOOL DISTRICT employees as trainers, (iii) WARREN COUNTY SCHOOL DISTRICT and the Individual Licensee may not train any individual other than an employee of WARREN COUNTY SCHOOL DISTRICT, and (iv) all rights of the Individual Licensee to train others will terminate upon the earlier of (a) termination of this Agreement, or (b) termination of the Individual Licensee’s employment with WARREN COUNTY SCHOOL DISTRICT.

3. WARREN COUNTY SCHOOL DISTRICT shall maintain workers compensation insurance for all individuals participating in the Course. WARREN COUNTY SCHOOL DISTRICT and all participants waive any claims against GRAFTON relating to injuries or property damage resulting from participation in the Course. In no event shall any such

participants be considered employees of GRAFTON or entitled to any wages or other employee benefits from GRAFTON.

4. WARREN COUNTY SCHOOL DISTRICT shall pay GRAFTON a fee of \$825 per participant for the train-the-trainer initial certification and \$330 per participant for the train-the-trainer recertification, plus travel expenses. An invoice will be sent to WARREN COUNTY SCHOOL DISTRICT following the date of the Course and WARREN COUNTY SCHOOL DISTRICT agrees to pay such invoice within 30 days. Any blocking pads, shields, equipment, or other accessories (the "Equipment") and associated shipping expenses ordered or requested from GRAFTON by WARREN COUNTY SCHOOL DISTRICT will be paid by WARREN COUNTY SCHOOL DISTRICT according to a separate invoice provided by GRAFTON. The Equipment is protected by one or more patents (ukerusystems.com/patents). WARREN COUNTY SCHOOL DISTRICT agrees to pay for the Equipment and associated expenses when invoiced. WARREN COUNTY SCHOOL DISTRICT agrees and acknowledges that utilization of the Equipment is subject to the license of this Agreement. WARREN COUNTY SCHOOL DISTRICT has no rights to use the Equipment upon termination of this Agreement or if employees of WARREN COUNTY SCHOOL DISTRICT are not Ukeru Certified™.

5. In the event of any breach of this Agreement by WARREN COUNTY SCHOOL DISTRICT, GRAFTON may terminate this Agreement upon notice. All licenses described in this Agreement shall commence on completion of the Course and all such licenses and rights of WARREN COUNTY SCHOOL DISTRICT and the Individual Licensees shall automatically terminate upon termination of this Agreement.

6. WARREN COUNTY SCHOOL DISTRICT acknowledges and agrees all Course materials, information, techniques, Equipment, and other data and know-how purchased or provided by GRAFTON and/or gained through the Course or in any way derivative thereof constitute Intellectual Property of GRAFTON. GRAFTON retains all Intellectual Property Rights (as defined below), and the Intellectual Property of GRAFTON is licensed, not sold. GRAFTON grants WARREN COUNTY SCHOOL DISTRICT a non-exclusive, non-transferable, non-sub licensable right to use the Intellectual Property solely for internal business purposes of WARREN COUNTY SCHOOL DISTRICT for purposes of having the Individual Licensees train employees of WARREN COUNTY SCHOOL DISTRICT in the use of the techniques demonstrated in the Course. WARREN COUNTY SCHOOL DISTRICT may make a reasonable number of copies of the materials provided in the Course as necessary for the Individual Licensees to train employees of WARREN COUNTY SCHOOL DISTRICT in the use of the techniques demonstrated in the Course, provided WARREN COUNTY SCHOOL DISTRICT reproduces all copyright and trademark notices and other legends of ownership on each copy, or partial copy, and makes no modifications without the prior written approval of GRAFTON. This Agreement applies to each copy WARREN COUNTY SCHOOL DISTRICT makes. "Intellectual Property Rights" means patent, trademark, copyright, trade secret, common law rights, and any other intellectual and intangible property rights, including but not limited to all registrations and applications for such rights, and all continuations, continuations in part, divisional applications, and renewals of any of the foregoing. WARREN COUNTY SCHOOL DISTRICT agrees to use GRAFTON trademarks, including, but not limited to, "Ukeru Certified", "Ukeru Shield", "Ukeru Pad", "Ukeru Champion", "#StartsWithU", "The Grafton Method", "Ukeru logo", Comfort vs. Control", "Grafton Integrated Health Network", "GIHN", "Grafton", and Ukeru" in accordance with the Ukeru Communications Toolkit provided to WARREN COUNTY SCHOOL DISTRICT.

7. Except as expressly stated herein, this Agreement does not constitute a transfer or assignment with respect to any Intellectual Property Rights. No other licenses or rights (including licenses or rights under patents, trademarks, copyrights, or common law rights) are granted either directly, by implication, or otherwise. GRAFTON retains all its Intellectual Property Rights, whether specifically recognized or perfected. WARREN COUNTY SCHOOL DISTRICT shall not: (i) remove any product identification or proprietary rights notices from Intellectual Property; (ii) resell, sublicense, rent, lease, lend, distribute, transfer or otherwise provide access to the Intellectual Property; (iii) modify or create derivative works from the Intellectual Property; (iv) use the Intellectual Property outside this Agreement or with other training services, systems, processes, or methodologies; or (v) use, disseminate, disclose or copy the Intellectual Property except as expressly provided by this Agreement. WARREN COUNTY SCHOOL DISTRICT shall ensure anyone who uses the Intellectual Property does so only on WARREN COUNTY SCHOOL DISTRICT's behalf and complies with the terms of this Agreement and WARREN COUNTY SCHOOL DISTRICT shall not permit or facilitate any other person or entity from taking any actions which WARREN COUNTY SCHOOL DISTRICT is prohibited from taking pursuant to this Agreement. The Course, ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed or provided by GRAFTON, and/or obtained in connection with the Course shall all be considered Intellectual Property of GRAFTON. Further, all suggestions, improvements, recommendations, modifications, ideas and similar information and concepts developed by WARREN COUNTY SCHOOL DISTRICT and/or any Individual Licensees and/or other WARREN COUNTY SCHOOL DISTRICT employees shall be the sole property of GRAFTON, and WARREN COUNTY SCHOOL DISTRICT shall execute any documentation requested by GRAFTON to document such ownership and rights of GRAFTON. The Intellectual Property of Grafton is Confidential Information. WARREN COUNTY SCHOOL DISTRICT agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence by WARREN COUNTY SCHOOL DISTRICT and WARREN COUNTY SCHOOL DISTRICT's employees and not disclosed to any third party any Confidential Information except as approved in writing in advance by GRAFTON. WARREN COUNTY SCHOOL DISTRICT shall immediately notify Grafton upon discovery of any loss or unauthorized disclosure of the Confidential Information.

8. Upon termination of this Agreement, WARREN COUNTY SCHOOL DISTRICT shall return to GRAFTON all materials containing GRAFTON's Intellectual Property and shall retain no copies thereof. Upon reasonable notice, GRAFTON may verify WARREN COUNTY SCHOOL DISTRICT's compliance with this Agreement, including, without limitation, this Section 8. Such verification will be conducted in a manner to avoid unreasonable disruption to WARREN COUNTY SCHOOL DISTRICT's business, and may be conducted on WARREN COUNTY SCHOOL DISTRICT's premises, during normal business hours. WARREN COUNTY SCHOOL DISTRICT agrees to cooperate with all requests of GRAFTON relating to verification of compliance with this Agreement. This section 8 shall survive termination of this Agreement.

9. THE COURSE AND ALL INTELLECTUAL PROPERTY PROVIDED BY GRAFTON IS PROVIDED AS IS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

10. GRAFTON shall not be liable to WARREN COUNTY SCHOOL DISTRICT or any third party for any special, incidental, punitive, indirect, or consequential damages of any nature arising in connection with this Agreement, even if GRAFTON has been advised of the possibility of such loss or damages. GRAFTON's aggregate liability pursuant to this Agreement shall be limited to the amounts received by GRAFTON pursuant to this Agreement.

11. WARREN COUNTY SCHOOL DISTRICT shall indemnify and hold harmless GRAFTON from and against any and all claims, demands, losses, damages, judgments, penalties, fines, costs, charges, and other expenses (including without limitation litigation costs, and reasonable attorneys' fees arising out of or relating to (i) the alleged negligence, recklessness or willful misconduct of WARREN COUNTY SCHOOL DISTRICT, the Individual Licensees, and/or other agents and/or employees of WARREN COUNTY SCHOOL DISTRICT; (ii) any claim by any third party relating in any way to the use of the Intellectual Property by WARREN COUNTY SCHOOL DISTRICT, the Individual Licensees, and/or other agents and/or employees of WARREN COUNTY SCHOOL DISTRICT, including, without limitation, any claims by WARREN COUNTY SCHOOL DISTRICT patients relating to use of the techniques taught in the Course; (iii) any breach by WARREN COUNTY SCHOOL DISTRICT, the Individual Licensees, and/or other agents and/or employees of WARREN COUNTY SCHOOL DISTRICT of this Agreement; and/or (iv) claims by WARREN COUNTY SCHOOL DISTRICT, its agents and/or employees (including, without limitation, all participants in the Course) relating to employee benefits of any nature and/or claims relating to injuries sustained during participation in the Course. This obligation shall survive termination of this Agreement.

12. All notices required under this Agreement shall be in writing. Notices shall be effective upon delivery. WARREN COUNTY SCHOOL DISTRICT may not assign this Agreement, in whole or in part, without the prior written consent of GRAFTON. This Agreement shall be governed by the laws of the Commonwealth of Virginia. This Agreement is solely for the benefit of GRAFTON and WARREN COUNTY SCHOOL DISTRICT and shall be enforceable solely by GRAFTON and WARREN COUNTY SCHOOL DISTRICT.

IN WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

WARREN COUNTY SCHOOL DISTRICT

By: _____

Its: _____

Grafton School, Inc. DBA Grafton
Integrated Health Network

By: _____

Its: _____