

MASTER SERVICE AGREEMENT

This Agreement ("Agreement") is made by and between ALICE Training Institute LLC ("ATI") with its principal place of business at 3593 Medina Road #320, Medina, OH 44256 and the Customer described below. ATI agrees to furnish services as described below ("Services") for certain training programs offered by ATI. This Agreement constitutes with respect to the Services the entire agreement between Customer and ATI.

Customer: Warren County School District
Boyd Freeborough
freeboroughb@wcsdpa.org
(814) 730-3070

Proposal No: 109992
Proposal Expires: 06/30/2017
Proposal By: Joanna Lucas
Email: jlucas@alicetraining.com

Services: ALICE Services listed below, each subject to the applicable Terms and Conditions attached hereto.

Term: The term for recurring Services begins on 07/01/2017 and ends on 06/29/2020.

Payment: 100% in advance

Travel Fees: Travel expenses fixed at

RECURRING SERVICES			
Item	Description	Quantity	Price
1200	Elearning Support & Maintenance	1	\$500.00
1000	Elearning Users (K12)	100	\$5,000.00
Recurring Services Price:			\$5,500.00

SUBTOTAL: \$5,500.00

TRAVEL:

TOTAL INVESTMENT: \$5,500.00

Client Initial _____

ATI Initial _____

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

CUSTOMER SIGNATORY

Name: _____

Title: _____

Date: _____

Signature: _____

CUSTOMER BILLING INFORMATION

Billing Phone: _____

Billing Fax: _____

Billing Email: _____

Billing Address _____

ALICE TRAINING INSTITUTE SIGNATORY

Name: _____

Date: _____

Signature: _____

Federal Tax ID: _____

Purchase Order: _____

Sales Tax Exempt No. _____

Client Initial _____

ATI Initial _____

TERMS AND CONDITIONS – SERVICES

By accepting this Agreement, either by clicking a box indicating Your acceptance or by executing the Master Service Agreement that references these Terms and Conditions, 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. 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 Services.

These Terms and Conditions describe the terms under which the Alice Training Institute, LLC ("ATI") offers You access to its Services. By accessing the Services, You agree to comply with and to be bound by the Terms and Conditions set out herein, including the policies and guidelines linked to (by way of the provided URLs) from these Terms and Conditions. If You do not understand or agree with these Terms and Conditions, please do not use the Services (as defined below).

ATI may amend these Terms and Conditions at any time in its sole discretion by communicating these changes through any written contact method we have established with You. In the event of any conflict between the provisions contained in an Agreement and these Terms of Use, the provisions in the Agreement shall control (provided, however, that the fact that a provision appears in an Agreement but not these Terms of Use, or in these Terms of Use but not the applicable Agreement, shall not be deemed to be a conflict for purposes of this sentence).

0. Standard Definitions

0.01 Agreement. Means the Master Service Agreement between You and Us.

0.02 ALICE. Means the violent intruder response program that includes Alert, Lockdown, Inform, Counter, and evacuate strategies.

0.03 Beta Services. Means Our services that are not generally available to customers.

0.04 Marks. Means Our trademarks, service marks, logo and certification mark.

0.05 Program. Means ALICE and RAIDER collectively or individually.

0.06 RAIDER. Means the solo officer tactical training program that includes Rapid Deployment, Awareness, Intervention, Decisiveness, EMS, and Recovery strategies.

0.07 Registrant. Means an individual who is authorized by You to access the Services.

0.08 Services. Means the Services contracted for in the Agreement which may include instruction and teaching of the Program using the ATI approved curricula and training models.

0.09 We, Us, or Our. Means the Alice Training Institute, LLC.

0.10 You or Your. Means You as an individual or the legal entity for which identified as the Customer in the Agreement.

1. Obligation of ATI

1.1 Training. We shall carry out the Services at the time and place set out in the Master Services Agreement unless otherwise agreed in writing.

1.2 Quality. We warrant that the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

1.3 Additional Services. The parties may agree to add Services to the Agreement from time to time. We shall provide a price estimate of such extra work and will finalize a price proposal for the further work which You must agree to in writing and in advance before these are added as Services under the Agreement.

1.4 Subcontractors. We do not guarantee specific trainers to perform the Services. We may, in Our reasonable discretion, use third party contractors who are certified ALICE trainers to perform any of Our obligations hereunder.

2. Obligation of Customer for Services other than eLearning

2.1 Terms & Conditions. No terms or conditions endorsed on a Client's order, specification, or similar document will form part of the contract between the parties. By placing an order for Services, the Client acknowledges the applicability of this Agreement.

2.2 Cancellation. You agree that the cancellation of Services less than fourteen (14) days in advance of the Service Date(s) will result in a cancellation fee of \$1,500 and invoiced immediately since we cannot reasonably replace such training opportunity. Services cancelled fourteen (14) days (or more) in advanced will be rescheduled without penalty at a time that is mutually acceptable to both parties.

2.3 Designation of Liaison. You shall designate an individual who shall be Our main point of contact within Your organization (the "Liaison"). The Liaison will be responsible to consult with Us on any details related to the delivery of Services including location and audio-visual requirements.

Client Initial _____

ATI Initial _____

2.4 Location. You agree to provide a class room type location with audio-visual capabilities (computer compatible projector) that has sufficient size to handle all participants, and a location to conduct practical hands-on scenarios.

2.5 Waiver. Some Services may include practical hands-on training scenarios to demonstrate key Program concepts and may include the use of airsoft (or similar) equipment. You agree that only those participants who sign the ATI Training Waiver, can participate in that portion of the Services. Additionally, participants may choose to be involved only up to their individual level of comfort.

2.6 Payment for Services. You shall pay all fees set forth on the Agreement identified on the Cover Sheet in US Dollars (ÔFeesÔ). If any Fees are not received from You by the due date, then such Fees may accrue late interest at the maximum rate permitted by law from the date such payment was due until the date paid.

2.7 Taxes. 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 this Agreement and agree to indemnify and hold Us harmless from any liability for such charges, penalties or interest in connection therewith.

2.8 Reports. Upon conclusion of each Contracted Class Date, You shall provide the following reports to ATI: the attendance sign-in sheet; and all class evaluation forms collected from the attendees (the ÔReportsÔ).

3. Obligation of Customer for Services for eLearning

3.1 Responsibility for Use. You agree with respect to the Services: (i) to obtain access to the world wide web in order to access and use the Services; (ii) to complete the implementation and setup process as required to access the Services on the Agreement; (iii) responsibility to for maintaining the confidentiality of any passwords and account information required for access to the Services; and (iv) to immediately notify Us of any unauthorized use of Your account, breach of security or loss or theft of Registrant names or passwords.

3.2 Registrations and Registrants. Your Agreement will specify a number of Registrants allowed for a given Service and Fee. You will be billed for any registrations beyond this number at the rate specified in your Agreement, or the then current rates for overage if none is specified. Except for price, which may differ, You agree that Registrants incurred beyond the contracted level will be subject to the same terms.

You agree that the number of Registrants listed on the Agreement is the minimum number of Registrants You agree to use and pay for per annum. Should You use less than this

minimum number, fees due under the Agreement will not be reduced. Unused Registrants will not roll over to another term year.

3.3 Responsibilities. You shall be responsible for the adequacy and accuracy of all data that you provide to ATI. You represent and warrant that all data provided by You will be complete and accurate and we may rely upon such data when providing You Services. If Your data provided to Us is inaccurate, We will not be liable for any performance or alleged non-performance of Services.

If specified on the Agreement, ATI may assign you one or more user IDs and passwords that will enable you to access the Services. You shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords. You agree that you will use the Services only for lawful purposes and in accordance with these Terms of Use. You shall not reverse engineer, disassemble or decompile the Services or cause or permit the reverse engineering, disassembly or decompilation of the Services.

3.4 Designation of Liaison. You shall designate an individual who shall be Our main point of contact (ÔLiaisonÔ). The Liaison will be responsible to consult with Us regarding the Services and whether the Services are reasonably addressing Your eLearning needs.

3.5 Notification of Service: In consultation with Us, the Liaison shall use commercially reasonable efforts to promote the Service to the Registrants shall include a written notification that Your organization has purchased a certain number of subscriptions to the Service.

3.6 Other Responsibilities. You shall (i) be responsible for Registrants compliance with this Agreement and, (ii) use Services only in accordance with the Agreement and applicable laws and government regulations. You shall not (a) sell, resell, rent or lease the Services (b) operate to modify or abridge the Services (c) tamper with or remove copyright notices, Marks and (c) copy, modify, upload, download, transmit, publish or otherwise distribute any Service content except as expressly permitted by this Agreement. You are solely responsible for acquiring and maintaining all equipment, software and communication services necessary to allow Your access to the Services.

4. Ownership of Programs and Use Marks

4.1 Ownership of Program. You acknowledge that the Program, and know-how relating thereto, and the educational manuals, brochures, training programs, processes, and information contained or embodied therein (including all intellectual property related thereto) (collectively ÔATI Intellectual PropertyÔ) constitute valuable, confidential and proprietary property rights of ATI. ATI is and shall remain the sole owner of the ATI Intellectual Property. You further acknowledge that Your use of the Program under this Agreement shall not operate to modify or abridge such rights of ATI in the Program or create any right of Consultant in the Program.

Client Initial _____

ATI Initial _____

4.2 Ownership of Marks. Nothing in this Agreement shall constitute a transfer, license, or assignment of any Marks or other intellectual property right of either party unless otherwise specifically granted.

4.3 License Grant. Subject to the terms and conditions of this Agreement, ATI will provide You with a non-exclusive, non-transferable license to access and use the Services as upgraded from time to time. You may use the Services only for purposes of performing Your internal training operations. You may not use the Services as part of a commercial time-sharing or service-bureau operation or in any other resale capacity. Except for the foregoing license, no other rights in the Services are granted to You hereunder, and the Services is and will remain the sole and exclusive property of ATI and its licensors, if any, whether the Services is separate or integrated with any other products, services or deliverables.

You agree not to use any ATI Mark on stationary, business cards or signs with Your logo or within internet domain names or company names. Use of these references could incorrectly imply more than a safety certification relationship between the parties.

Upon termination of this Agreement, all material that refers to a Certification Mark shall be immediately removed from distribution and further use of any ATI mark shall be discontinued.

If some building locations within Your organization are entitled to bear the Certification Mark but others are not, You must make it clear which locations are certified by ATI and which are not. You agree not to use the Certification Mark in general advertising or promotional material to suggest that non-certified locations have in fact been certified.

4.4 License to ALICE Marks During the Term of this Agreement, We hereby grant to You a limited, non-transferable, non-exclusive, non-assignable license to use and display the ALICE trademark, service marks, and logo (Marks). In the event that We reasonably object to the manner in which You use Our Marks hereunder, We shall notify You in writing and You shall cease using such Marks in the manner found objectionable.

5. **Limitation of Warranties and Liability**

5.1 Disclaimer of Warranties. 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. YOU AGREE THAT THE ALICE SYSTEM IS PROVIDED ON AN AS IS BASIS. WE DO NOT REPRESENT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. WE EXPRESSLY

DISCLAIMS ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE SERVICES

5.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, ADDITIONAL EMPLOYEE HOURS, LOSS OF ANTICIPATED SAVINGS, 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. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

6. **Organization Certification**

6.1 Organizational Certificate. We agree to issue an ALICE certificate that demonstrates You are an authorized licensee including any certification level that may be associated with the Services during the Term of this Agreement. This certification shall include: (i) Your name; (ii) ALICE Certified Mark including safety level; (iii) Certification number; and (iii) Issue and Expiration dates. You agree that We may publish this Organizational Certificate on the Alice Certification Directory. Additionally, you agree that We may issue a press release identifying the same, subject to Your prior approval which will not be unreasonably withheld or delayed.

7. **Registrant (Individual) Certification**

7.1 Individual Certificate. Each Registrant who completes a training Service shall be awarded an Individual Certificate of Completion that bears the ATI Marks for that Service. Individual Certificate shall include: (i) Registrants name; (ii) ALICE Certified Mark including any designated safety level; (iii) Certification number; and (iii) Issue and Expiration dates. You agree that We may publish this Individual Certificate on the Alice Certification Directory.

7.2 Printed Certificates. At the sole expense of the Registrant, ATI shall make available a printed certificate for any valid Individual Certificate at a nominal fee. Certificates will be printed and mailed via US Postal Services.

8. **ALICE Certification Directory.** We may publish any Certificate of Compliance for: (i) Your Organization or (ii) any Individual Certificate on a subdomain of Our public facing website www.AliceTraining.com.

9. **Newsletter.** We agree to include each Registrant in our newsletter distribution list containing content relevant to the Services (e.g. news updates, program updates, best practices, Q&A). We will deliver this Service unless instructed otherwise by any Registrant through an Opt-Out feature.

Client Initial _____

ATI Initial _____

10. Safety Audits. If specified on the Agreement, You agree to provide Us with pre-announced facility and building administrator access, during the Term of this Agreement, to confirm that satisfactory training and procedures are in place at a frequency identified on the Agreement.

11. Fees, Payment and Taxes

11.1 Fees and Payment. You agree to pay all fees and other charges in accordance with the Agreement. If You do not pay the fees or other charges when they are due, then such fees may accrue late interest at the maximum rate permitted by law from the date such payment was due until the date paid. Payment shall be by check unless otherwise specified on the Agreement. ATI may impose a special handling charge of 3-5% if special invoicing requirements apply (such as EDI, third party systems such as Ariba, or other dedicated invoicing systems). Annual fees are charged per annum. As an example, if the Agreement Term spans three years, You will be charged the annual amount three times.

11.2 Additional Registrants. If You require additional Registrants beyond what is specified on the Agreement during the Term of this Agreement, You will be charged a pro-rata fee for each additional Registrant.

11.3 Taxes. 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 the Agreement and agree to indemnify and hold Us harmless from any liability for such charges, penalties or interest in connection therewith.

12. Term and Termination

12.1 Term. The Term of this Agreement is given on the first page of the Agreement. If the Term spans several years and the Agreement specifies annual fees, then fees are due in each year of the Agreement (Contract Year) or as otherwise specified. The Agreement will renew at the end of its Term as specified (and not necessarily on a calendar year basis) for another Term, equal to the length of the Term specified in the Agreement. The number of Registrants specified on the Agreement pertains to each year of the Contract Year.

12.2 Termination for Cause. If You become dissatisfied with the Services because of substantial non-performance, You shall give Us a detailed written notice of such dissatisfaction. We shall have thirty (30) days to cure the substantial non-performance after receipt of such notice. If We fail to cure such substantial non-performance, You may terminate the applicable Agreement and We will refund your TOTAL Annual Fees on a monthly pro-rata basis starting as of the end of the thirty (30) day cure period.

Either party may terminate an Agreement if (i) the other party breaches any material term or condition and fails to cure within thirty (30) days written notice, or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership.

12.3 Overdue Charges. In the event of Customer's non payment, ATI may accelerate and declare all sums due, and to become due under this Agreement, immediately payable without notice or demand. All accelerated future payments due under this Agreement shall be discounted to their net present value at a discount rate of 5% per annum from the day of default. If you fail to pay fees when due, then You shall also be liable for all fees due during the term of the Agreement and any additional expenses (including but not limited to reasonable attorneys' fees and accrued interest) ATI incurs in collecting such delinquent fees.

12.4 Suspension. In the event of non-payment, ATI reserves the right to restrict access to the Services. You agree that such restrictions do not modify the amounts due under this Agreement.

13. Ownership of Services

13.1 Proprietary Rights. You acknowledge that ATI or its licensors retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Services, and any or all modifications to the Services, related documentation and marketing materials regardless of (i) whether such intellectual property notices appear on the materials or (ii) whether such intellectual property notices have been filed with governmental agencies. Nothing in this Agreement will directly or indirectly be construed to assign or grant You any right of ownership, title or interest in the Services, or any intellectual property rights relating thereto.

13.2 Non-Disclosure. You agree not to disclose to anyone ATI's trade secrets and that You will not use any of the information available within the Services to compete against ATI or reverse engineer Our product offerings. No competitors or future competitors are permitted access to Our Services or information, and any such access by third parties is unauthorized. You agree that You will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any information on our Services. In addition, You agree to pay all reasonable attorney's fees and costs incurred in enforcing these provisions.

13.3 Copyright Act. To the best of ATI's knowledge, all material published by ATI and other media properties, are done in full agreement with the original copyright owners (be that ATI or another party). If you come across a situation where you suspect that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), we ask that you contact:

Alice Training Institute, Inc.
ATTN: General Counsel
3593 Medina Road #320
Medina, OH 44256

Client Initial _____

ATI Initial _____

13.4 **Suggestions for Improvement:** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You and the Registrants, relating to the operation or content of the Services.

14. **Use of Data.** Data provided by You while using the Services will only be used by ATI as reasonably required for providing Services as contemplated hereunder and in accordance with ATI's Privacy Policy (<http://www.alicetraining.com/about-us/privacy-policy/>) or any privacy policy subdomain. Unless we have Your permission, ATI will not disclose or share personally identifiable information collected with any third party (except as required by law or pursuant to a governmental request.) ATI may retain offline copies of Your data on backup media for archival purposes for a reasonable period of time following expiration or termination of this Agreement.

15. **Indemnification.** Each Party agrees to indemnify, defend and forever hold the other (and each of its affiliates, and all of their respective present and former officers, members, shareholders, directors, employees, representatives and agents, and the successors, heirs and assigns of any of these) harmless from and against any and all losses, liabilities, claims, costs, damages and expenses related to any third-party claim arising out of a breach or alleged breach of the other Party's obligations and representations and warranties set forth herein.

16. **Additional Development Services.** Nothing herein shall prevent, restrict, or limit in any manner: (i) Our continuing to develop the Service(s) in an effort to increase the value of the Service (e.g., by adding new and or updated content, functionality); or (ii) Our developing additional Services. We will supply You access to any enhancements and modifications to the Services for which We do not charge a separate fee. The parties acknowledge that We may introduce new services from time to time which will require a separate agreement and a separate fee if You desire to utilize any such new Service.

17. **Beta Services.** From time to time, We may invite You to try Beta Services at no charge. Beta Services will be clearly designated as beta, pilot, evaluation or similar description. Beta Services are for evaluation purposes are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

18. **Entire Agreement.** This Agreement supersedes any prior agreement or understanding between the parties whether oral or written. Any additional or conflicting terms contained in any Customer purchase order, proposal or other document shall be deemed to be rejected by ATI without need of further notice of objection, even if such document is acknowledged or accepted by ATI, and regardless of any

statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon ATI. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions.

19. **Notice.** Any notice pursuant to this Agreement shall be in writing and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or sent by express courier service; (iii) when transmitted if sent by a confirmed facsimile; or (iv) when transmitted via email, provided that the receiving party acknowledges receipt by return email, and that the email clearly states in the subject line that it is intended to give notice under this Agreement.

20. **Assignment.** Except for assignment to a party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such party), or in the case of a merger, acquisition or sale of all or substantially all assets, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party's prior written consent, not to be unreasonably withheld or delayed. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

21. **Surviving Provisions.** The sections titled "Fees & Payment," "Term and Termination," "Limitations of Liability," "Indemnification," "Ownership of Services," and "Laws & Disputes," shall survive any termination or expiration of this Agreement.

22. **Electronic Signature.** The Agreement may be executed and delivered by facsimile, PDF or by other means of electronic signature and such facsimile, PDFs or other electronic signatures will be deemed to be valid and original.

23. **Miscellaneous.** This Agreement shall be binding upon the parties, their successors, and permitted assigns. This Agreement will be construed in accordance with the laws of the State of Ohio (excluding its choice-of-law rules) and the local or federal courts located in Medina, Ohio will have exclusive jurisdiction over any proceeding relating to this Agreement. The parties waive their right to a jury trial. No waiver of any breach of any term or condition of this Agreement shall constitute a waiver of any subsequent breach. If any term shall be held unenforceable, such term shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of this Agreement shall remain in full force and effect. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment

Client Initial _____

ATI Initial _____