

## 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 (PA)**  
**Melissa McLean**  
**mcleanm@wcsdpa.org**

**Proposal No:** **Q-01460**  
**Proposal Expires:** **8/29/2018**  
**Proposal By:** **Joanna Lucas**  
**Email:** **jlucas@alicetraining.com**  
**Opp Number:** **117423**

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

**Payment:** 100% in advance

### ONE-TIME SERVICES

Item	Description	Quantity	Price
852	ALICE Contract 2 Day	1	\$15,000.00
706	Travel and Lodging Expenses	1	\$1,500.00

**TOTAL ONE-TIME PRICE:** \$16,500.00

**Accurate Sales Tax will be added when applicable.**

**ON-SITE TRAINING DETAILS**

Requested Date(s): 2018-10-10, 2018-10-11    Location: TBD

Max Class Attendees: 50

Max Scenario Attendees: 50

Note: Due to increased demand, Requested Date(s) are not guaranteed unless this Agreement is countersigned by ATI and returned to You. Requested Date(s) will be awarded on a first come, first serve basis and are subject to availability.

SOW011	<p>This training will create ALICE Certified Instructors (ACI) who will serve as the Violent Intruder Response subject-matter domain person(s) for the organization. ACI's will conduct all hands-on training (demonstrations, practical scenarios, and evaluation drills) that complement and enhance the response options, strategies, and concepts learned in the ALICE e-Learning.</p> <p>Demonstrations provide visual examples of strategic techniques and physical recommendations, and show how they achieve the desired objective and benefit.</p> <p>Practical scenarios allow the learners to practice both decision-making and physical exercises, building muscle memory and making quicker, proper response choices probable. This is very important component for increasing survivability.</p> <p>Evaluation drills are announced events that make building occupants respond to provided stimulus. Their choices and responses are observed by the ACI's in order to evaluate the learning conducted through the e-Learning, demonstrations, and practical scenarios.</p> <p>ACI's will also have access to ATI-provided templates and recommendations that will assist in the enterprise roll-out of the new plan, policy, and procedures. ACI's will assist Executive Level, HR, Security, and other related staff in establishing guidelines, timelines, documentation, presentations, and all other requirements need for ALICE Implementation.</p>
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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.

**ATI SIGNATORY**

Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**CUSTOMER BILLING INFORMATION**

Billing Contact Name: \_\_\_\_\_  
Billing Phone: \_\_\_\_\_  
Billing Email: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Federal Tax ID: \_\_\_\_\_  
Purchase Order: \_\_\_\_\_  
Sales Tax Exempt No. \_\_\_\_\_

**CUSTOMER SIGNATORY**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Sales Tax Exemption Certificate must be attached.**

## TERMS AND CONDITIONS – SERVICES

By executing the Master Service Agreement, You agree to these terms and conditions (the "Terms and Conditions"). If You are entering into the Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its Affiliates (as defined below) 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 the Agreement and may not use the Services (as defined below).

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.

In the event of any conflict between the provisions contained in an Agreement and these Terms and Conditions, the provisions in the Agreement shall control (provided, however, that the fact that a provision appears in an Agreement but not these Terms and Conditions, or in these Terms and Conditions, but not the applicable Agreement, shall not be deemed to be a conflict for purposes of this sentence).

### 1 Standard Definitions

- 1.1 Affiliates. Means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to the Agreement.
- 1.2 Agreement. Means the Master Service Agreement between You and Us.
- 1.3 ALICE. Means the violent intruder response program that includes Alert, Lockdown, Inform, Counter, and Evacuate strategies.
- 1.4 Beta Services. Means Our services that are not generally available to customers.
- 1.5 Fees. Means all monetary charges for Services resulting from the Agreement and these Terms and Conditions.
- 1.6 Marks. Means Our trademarks, service marks, logo and certification marks.
- 1.7 Program. Means ALICE and RAIDER collectively or individually.
- 1.8 RAIDER. Means the solo officer tactical training program that includes Rapid Deployment, Awareness, Intervention, Decisiveness, EMS, and Recovery strategies.
- 1.9 Registrant. Means an individual who is authorized by You to access the Services.
- 1.10 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.
- 1.11 We, Us, Our. Means the Alice Training Institute, LLC.
- 1.12 You, Your. Means You as an individual or the legal entity identified as the Customer in the Agreement.

### 2 Obligations of ATI

- 2.1 Training. We shall carry out the Services at the time and place upon which the parties agree in writing.
- 2.2 Quality. We represent and warrant that: i) the Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards; and, ii) We have all rights including, without limitation, intellectual property rights to the Services and to provide the Services for use by You in accordance with these Terms and Conditions and the Agreement.
- 2.3 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 Services and will finalize a price proposal for the additional Services to which You must agree, in writing and in advance, before such additional Services are incorporated to the Agreement.

### 3 Customer Obligations for On-Site Services

- 3.1 **Terms & Conditions.** No terms or conditions endorsed on Your order, specification, or similar document will form part of the contract between the parties. By placing an order for Services, You acknowledge the applicability of the Agreement and these Terms and Conditions.
- 3.2 **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 equal to twenty percent (20%) of the cancelled Services, not to exceed Fifteen Hundred dollars (\$1,500), and invoiced immediately. Services cancelled fourteen (14) days (or more) in advance will be rescheduled without penalty at a time that is mutually acceptable to both parties.
- 3.3 **Designation of Training Liaison.** You shall designate an individual who shall be Our main point of contact within Your organization (the "Training Liaison"). The Training Liaison will be responsible to consult with Us on any details related to the delivery of Services including location and audio-visual requirements. The Training Liaison will respond to all of Our communications seeking information within one (1) business day.
- 3.4 **Location.** Should You agree to host an on-site training, You agree to provide a classroom-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.
- 3.5 **Safety Audits.** If specified in the Agreement, You agree to provide Us with pre-announced frequency of facility and building administrator access, during the Agreement's term (the "Term"), to confirm that satisfactory training facilities and procedures are in place.
- 3.6 **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 Our training waiver, can participate in that portion of the Services. Additionally, participants may choose to be involved only up to their respective individual levels of comfort.

Reports. Upon conclusion of each contracted class, You shall provide the following reports to Us: the attendance sign-in sheet; and all class evaluation forms

#### **4 Ownership of Services, 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 "ATI Intellectual Property") constitute valuable, confidential and proprietary property rights of Ours. We are and shall remain the sole owner of the ATI Intellectual Property. You further acknowledge that Your use of the Program under the Agreement shall not operate to modify or abridge such rights of Ours in the Program or create any rights of Yours in the Program.
- 4.2 **Ownership of Marks.** Nothing in the 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 **Proprietary Rights.** You acknowledge that We or Our 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 the 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.
- 4.4 **Non-Disclosure.** You agree not to disclose to anyone Our trade secrets and that You will not use any of the information available within the Services to compete against Us 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 by Us in enforcing these provisions.
- 4.5 **Copyright Act.** To the best of Our knowledge, all material published by Us and other media properties, are done in full agreement with the original copyright owners (be that ATI or another third 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, LLC.  
ATTN: General Counsel  
2508 Medina Road

Medina, OH 44256

- 4.6 **Suggestions for Improvement:** We shall have a royalty-free, worldwide, irrevocable, non-exclusive, 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.

## 5 **Licensing of Services, Programs and Use Marks**

- 5.1 **License Grant.** Subject to these Terms and Conditions, We 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. The Services are and will remain Our sole and exclusive property and that of Our licensors, if any, whether the Services are separate or integrated with any other products, services or deliverables.
- 5.2 **License to ALICE Marks.** During the Term, We hereby grant to You and Your Affiliates a limited, non-transferable, non-exclusive, non-assignable license to use and display Marks (e.g., the ALICE trademark, service marks, and logo). In the event that We reasonably object to the manner in which You use Our Marks, hereof, We shall notify You in writing and You shall cease using such Marks in the manner found objectionable.

You agree not to use any Marks on stationery, 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 the Agreement, all material that refers to a Certification Mark shall be immediately removed from distribution and further use of any Marks 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 Us 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.

## 6 **Limitation of Warranties and Liability**

- 6.1 **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. EXCEPT AS EXPRESSLY PROVIDED HEREIN, 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 DISCLAIM ANY AND ALL LIABILITY FOR ANY CLAIM FOR INJURIES OR DAMAGES RELATED TO THE USE OF THE SERVICES, EXCEPT FOR DAMAGE ARISING OUT OF THE SERVICES' INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, THE VIOLATION OF APPLICABLE DATA PRIVACY OR DATA SECURITY LAWS, AND INJURIES OR DAMAGES ARISING OUT OF OUR GROSS NEGLIGENCE.
- 6.2 **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, EXEMPLARY, 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.
- 7 **Organization Certification.** 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. This certification (the "Certification") shall include: (i) Your name, (ii) an ALICE Certified Mark including safety level, (iii) a Certification number, and (iv) 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.

## 8 **Registrant (Individual) Certification**

8.1 **Individual Certificate.** Each Registrant who completes a training Service shall be awarded a certificate (the "Individual Certificate") that bears the Marks for that Service. Individual Certificate shall include: (i) Registrant's name; (ii) ALICE Certified Mark including any designated safety level; (iii) Certification number; and (iii) issue and expiration dates.

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

## 9 Fees, Payment and Taxes

9.1 **Fees and Payment.** You agree to pay all Fees and other charges in accordance with the Agreement. If You do not pay Fees or other charges when they are due, then such amounts owing 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 made by check or wire transfer, unless the parties otherwise agree. Annual Fees are charged per annum. As an example, if the Term spans three years, You will be charged the annual Fee three times.

9.2 **Additional Registrants.** If, during the Term, You require additional Registrants, beyond what is specified in the Agreement, You will be charged a pro-rata fee for each additional Registrant, which Fee shall be agreed upon by the parties, in writing.

9.3 **Taxes.** 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, but excluding taxes based on Our net income (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.

## 10 Term and Termination

10.1 **Term.** The Term is given on the first page of the Agreement. If the Term spans several years, then each year of the Agreement is termed a "Contract Year". The parties may agree to extend the Term upon written agreement. The number of Registrants specified on the Agreement pertains to each year of the Contract Year.

10.2 **Termination for Cause.** Either party may terminate the 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. If a breach on our part remains uncured after the thirty (30) day period, then You may terminate the applicable Agreement immediately. In such case, We will promptly refund the remaining Fees for which Services have yet to be rendered, as of the termination.

10.3 **Overdue Charges.** In the event of Your non-payment, We may accelerate and declare all Fees due, under the Agreement, immediately payable without notice or demand. All accelerated payments due under the 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 and any additional reasonable expenses (including but not limited to reasonable attorney's fees and accrued interest) that We incur in collecting such delinquent fees.

10.4 **Suspension.** In the event of non-payment, We reserve the right to restrict access to the Services. You agree that such restrictions do not modify the Fees due under the Agreement.

11 **Use of Data.** Data provided by You while using the Services will only be used by Us as reasonably required for providing Services as contemplated hereunder and in accordance with Our Privacy Policy (<http://www.alicetraining.com/about-us/privacy-policy/>) or any privacy policy subdomain. Unless We have Your permission, We will not disclose or share personally identifiable information collected with any third party (except as required by law or pursuant to a governmental request.) We may retain offline copies of Your data on backup media for archival purposes following expiration or termination of the Agreement, according to Our record retention policies, provided that such data shall continue to be protected as confidential. We shall comply with all applicable laws regarding the privacy and security of personal information.

12 **Indemnification.** Each party agrees to indemnify, defend and hold the other (and each of its Affiliates, and all of their respective present and former officers, members, 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, reasonable costs, damages and reasonable expenses related to any third-party claim arising directly out of a breach of the other party's obligations and representations and warranties set forth herein.

13 **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(s) (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.

- 14 **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 and are not considered "Services" under the 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, unless caused by Our gross negligence.
- 15 **Entire Agreement.** This Agreement supersedes any prior agreement or understanding between the parties whether oral or written regarding the subject matter hereof. Any additional or conflicting terms contained in Your purchase order, proposal or other document shall be deemed to be rejected by Us without need of further notice of objection, even if such document is acknowledged or accepted by Us, 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 Us. The provisions of the Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions.
- 16 **Notice.** Any notice pursuant to the 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) one business day after transmission if sent by a confirmed facsimile; or (iv) one business day after transmission 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 the Agreement.
- 17 **Assignment.** Except for assignment to an Affiliate, or in the case of a merger, acquisition or sale of all or substantially all assets of a party, 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 shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 18 **Surviving Provisions.** The sections titled "Fees & Payment," "Term and Termination," "Disclaimer of Warranties", "Limitations of Liability," "Indemnification," "Ownership of Services," and "Laws & Disputes," and "Entire Agreement" shall survive any termination or expiration of the Agreement.
- 19 **Electronic Signature.** The Agreement may be executed and delivered by facsimile, PDF or by other means of electronic signature and such facsimile, PDF's or other electronic signatures will be deemed to be valid and original.
- 20 **Miscellaneous.** This Agreement will be construed in accordance with the laws of the State of Ohio (excluding its choice-of-law rules). The local or federal courts located in Medina, Ohio will have exclusive jurisdiction over any proceeding relating to the Agreement. The parties waive their right to a jury trial. No waiver of any breach of any term or condition of the Agreement shall constitute a waiver of any subsequent breach. If any term shall be held by a court of competent jurisdiction to be 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 the 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 relationship between the parties.