

## License Agreement

**THIS LICENSE AGREEMENT** (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_

(hereinafter called "Licensee"), and, Easler Education Inc., a Florida corporation with offices at 2210 Front St, Ste 308, Melbourne, Florida 32901 (hereinafter called "Licensor"). Licensee and Licensor may be referred to in this Agreement collectively as "Parties" or individually as a "Party".

### RECITALS

**WHEREAS**, Licensor provides a variety of comprehensive online and in-person training courses including mock collections and provides collection personnel and employers with the training and skills necessary to become proficient in drug and other forms of testing; and

**WHEREAS**, Licensee desires to participate in Licensor's online courses to become proficient in drug and other forms of testing;

**WHEREAS**, subject to the terms, conditions and limitations set forth herein, Licensee desires to license from Licensor the Licensed Information and Licensor desires to license to Licensee the Licensed Information for such use by Licensee.

### NOW THEREFORE:

In consideration of the mutual promises and covenants contained herein, and upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the Parties agree as follows:

#### 1. DEFINITIONS.

The following terms as used herein shall have the following meanings whenever the first letter or letters of the term are capitalized in this Agreement:

1.1. "Affiliate(s)" means any corporation, company or other entity which controls, is controlled by, or is under common control with a Party. References herein to either Party shall be deemed to include reference to their Affiliates unless otherwise specified or the context otherwise requires.

1.2. "Customers" means, individually or collectively as applicable, to the delivery of the Licensed Information to, including without limitation, Licensee's Affiliates, operators and end users.

1.3. “Licensor Brand Features” means all trademarks, service marks, logos and other distinctive brand features of Licensor that are used in connection with the Licensed Information.

1.4. “Licensed Information” means, collectively, all the information described in Schedule A.1 hereto to be delivered or distributed by the Licensor under this Agreement.

1.5. “Licensed Product” means the particular module(s) licensed by the Licensee.

1.6. “Confidential Information” means confidential or proprietary data or information of either Party or any of its Affiliates which is disclosed in oral, written, graphic, machine recognizable, sample or any other form, by one Party to the other Party and which is clearly designated or marked as confidential or proprietary. In order for information disclosed orally or visually to be considered Confidential Information, it must be identified as confidential at the time of disclosure and shall be confirmed in writing by the disclosing Party within thirty (30) days after such disclosure. Notwithstanding anything to the contrary herein, the receiving Party shall have no obligation to preserve the confidentiality of any information which was previously known to the receiving Party free of any obligation to the disclosing Party to keep it confidential; is distributed to third parties by the disclosing Party without restriction; is or becomes publicly available, other than by an unauthorized disclosure by the receiving Party; is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information; is received rightfully and without confidential limitation by the receiving Party from a third party; or is disclosed to a governmental authority lawfully demanding Confidential Information provided that the disclosing Party provides, unless prohibited by applicable law, prior and prompt written notice to the other Party to allow the disclosing Party to obtain a protective order to prevent or limit the requested disclosure, and confidentiality is otherwise maintained by the Parties after any such required disclosure.

1.7. “Documentation” means all product technical, repair, marketing and user documentation and any succeeding changes thereto, including, without limitation, all specifications as set forth in Licensor’s product manuals; and customer manuals, instructions, literature; and product guides.

## *2. GRANT OF LICENSES.*

Licensor grants to Licensee and Licensee accepts a nonexclusive and nontransferable license to install, execute, and use the Licensed Product in the United States in the manner described in this Agreement. Licensor reserves all rights in the Licensed Product. Licensee agrees that it has no right, power or authority to make any modifications to or unauthorized copies of the Licensed Product.

2.1. Licensee must use the Licensed Product (a) only in a manner and for the purposes for which the Licensed Product was designed and (b) **only for Licensee’s internal training purposes**. Licensee is not permitted to offer Licensed Product or any of its

constituent components for sale with or without compensation, or to otherwise make the Licensed Product available to the public or any non-Affiliate. Licensee may make one copy of the Licensed Product only for backup and archival purposes.

2.2. All uses not permitted under this Section are prohibited. By way of example and without limitation, Licensee may not: (a) disassemble, decompile, reverse engineer, or modify the Licensed Product; (b) examine the Licensed Product with debugging, memory inspection, or disk inspection tools; (c) rent or sublicense the Licensed Product; (d) transmit an electronic copy of the Licensed Product by any means; or (e) use the Licensed Product to provide to outside entities.

### 3. *DELIVERY OF LICENSED INFORMATION.*

Licensor shall deliver the Licensed Information in an agreed upon medium whether digital or on hard disk.

### 4. *TERM AND TERMINATION.*

4.1. *Term.* This Agreement shall commence as of the Effective Date and shall be for an initial term of 5 years unless terminated prior to the initial term as stated under this Agreement.

4.3. *Termination for Cause.* Either Party may terminate this Agreement upon notice to the other if:

(a) *Termination for Default.* The other Party defaults in the performance or compliance of any material provision of this Agreement and such default continues without cure for a period of ten (10) days after notice of such default is provided to the defaulting Party.

(b) *Termination for Change of Ownership of Licensed Product.* The Agreement will terminate immediately upon the direct or indirect change in any material manner in the ownership or control of the Licensed Product.

4.4. *Effect of Termination.* Expiration or termination of this Agreement or any license shall not affect, the accrued rights of the Parties arising in any way out of this Agreement as of the date of termination or limit either Party from pursuing any other remedies available to it. The Parties rights and obligation which by their sense and context should survive any termination or expiration of this Agreement. No termination of this Agreement shall relieve Licensee of making payment of the License Fees through the date of termination.

### 5. *LICENSE FEE.*

5.1. *License Fee Amounts.* In consideration of the licenses granted herein, Licensee agrees to pay Licensor the amounts set forth in Schedule A (the "License Fees").

5.2. *Costs of Collection.* If Licensor incurs any costs, expenses, or fees, including attorney's fees and professional collection services fees, in connection with the collection or the License Fees due under this Agreement, Licensee agrees to reimburse Licensor for all such costs, expenses and fees.

#### 6. *SOURCE CREDIT.*

Licensee shall not remove, or obscure Licensor's source credit notice included with the Licensed Information and Products.

#### 7. *CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS (IPR).*

7.1. *IPR of Licensor.* All patents, trademarks, copyrights, mask works, circuit layout rights, design rights, trade secrets and other intellectual property rights in the Licensed Information and Licensor's Confidential Information are and shall remain the exclusive property of Licensor or its licensors.

7.2. *Confidentiality.* The Parties agree to keep Confidential Information in confidence and not to release any Confidential Information to any third parties and to not use the disclosing Party's Confidential Information for its own purpose or for the benefit of any third party except as expressly permitted in this Agreement, and to treat the Confidential Information with at least the degree of care and protection with which it treats its own proprietary and confidential information of a like nature, but in any event with no less than reasonable care and protection, which includes, but is not limited to (i) limiting disclosure to employees who have a need to know such Confidential Information and instructing such employees not to release the information to third parties, (ii) taking reasonable security measures to protect such information, and (iii) not making copies of the information.

#### 8. *TRADEMARKS, TRADENAMES AND SERVICE MARKS.*

*Right to Use Trademarks-Tradenames and Service Marks.* Licensee shall strictly comply with all rules, regulations and standards for use furnished to Licensee by Licensor (if any) with respect to the use of each such Trademarks Tradenames and Service Marks and must at all times display appropriate trademark and copyright notices as instructed by Licensor. All media advertising, printed materials and electronic documents in which Licensor's Trademarks Tradenames and Service Marks are used must be submitted to Licensor at least 30 days in advance for review and must not be distributed or used in any manner without the prior written approval of Licensor. During the term of this Agreement and thereafter, Licensee shall not do anything that will in any manner infringe, impeach, dilute or lessen the value of the Licensor Trademarks Tradenames and Service Marks or the goodwill associated therewith or that will tend to prejudice the reputation of the Licensor or the sale of any Licensor products. Licensee shall not use the Trademarks Tradenames and Service Marks or any part thereof as part of Licensee's name nor use any name or mark confusingly similar to the Trademarks. Licensee further agrees not to

register in any country any name or mark or copyright resembling or confusingly similar to the Trademarks Tradenames and Service Marks or any part thereof. Licensee acknowledges and agrees that the Trademarks Tradenames and Service Marks are the sole and exclusive property of the Licensor. Licensee agrees it will not, during the term of this Agreement or anytime thereafter, challenge Licensor's right in and to the Trademarks Tradenames and Service Marks. Should Licensee at any time during the term of this Agreement challenge or assist in any manner any other party's challenge to the validity or ownership of any Trademark Tradenames and Service Marks, then Licensor may immediately terminate this Agreement upon written notice to Licensee.

#### **9. REPRESENTATIONS AND WARRANTIES.**

9.1. *Representation and Warranties of Licensee.* Licensee hereby represents and warrants to Licensor that (i) Licensee has the full right and power to enter into and perform the obligations according to the terms of this Agreement; and (ii) Licensee currently has no restrictions that would impair its ability to perform its obligations under the agreement.

9.2. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY THE PARTIES AND NEITHER PARTY GRANTS WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE. ALL OTHER WARRANTIES ARE EXCLUDED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF NON-INFRINGEMENT.

#### **10. LIMITATION OF LIABILITY; ACTIONS.**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR ANY SUBSIDIARY, AFFILIATE, AGENT OR EMPLOYEE OF EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

#### **11. GOVERNING LAW AND DISPUTE RESOLUTION.**

*Governing Law.* Any and all matters of dispute between the Parties to this Agreement, whether arising from the Agreement itself or arising from alleged extra-contractual facts prior to, during or subsequent to the Agreement, including, without limitation, fraud,

misrepresentation, negligence or any other alleged tort or violation of the Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Both Parties shall submit to the venue and the exclusive jurisdiction of courts located in Brevard County, Florida, without regard to the choice of law principles thereof.

## *12. PRODUCT DOCUMENTATION.*

*12.1. Documentation Deliverables.* Licensor shall provide Licensee with a complete master set of Documentation at no additional charge prior to the first delivery of Licensed Information. If requested, Documentation shall be provided in a mutually agreed to electronic format. Licensor shall, at no charge, integrate Licensor's Product release notices into the Documentation. Licensor shall further provide any content/page updates or revisions, and series numbers, if affected, on the date of their release for incorporation into the master set. Licensee shall pay Licensor's standards rates and charges, or such other rates or charges as may be agreed upon by Licensor in writing, for any additional Documentation requested by Licensee and not expressly provided for in this Section 16.

*12.2. Rights to Documentation.* Licensor grants to Licensee a nonexclusive and nontransferable license for all documentation provided. With the prior permission of the Licensor, Licensee may alter the style edit and formatting, to ensure consistency with the overall Licensee documentation style, graphics and format. Licensee may use any Documentation internally. Licensor does not grant Licensee the right to remove any trademark, copyright or other notices which may appear in the body of any such Documentation.

*12.3. Language.* Licensee and Licensor acknowledge and agree that the Documentation shall be in the English language. Upon mutual consent of the Parties, Licensee may contract with Licensor to have the Documentation translated into one or more foreign languages at reasonable rates and terms. If Licensor is not willing to translate the Documentation for any reason, Licensee may then contract with other third parties to translate the Documentation.

## *13. FORCE MAJEURE*

Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, strikes, or acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such Force Majeure is in effect.

## *14. ENTIRE AGREEMENT; NEGATION OF TRADE USAGE AND COURSE OF DEALING.*

The Parties intend this Agreement to constitute the complete, exclusive and fully integrated statement of their agreement relating to the subject matter hereof. This Agreement is the sole repository of the Parties' agreement and they are not bound by any other agreements or communications whatsoever of any kind or nature, whether written or oral. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties and may not be supplemented or explained (interpreted) by any evidence of trade usage or course of dealing.

*15. BINDING EFFECT.*

This Agreement will inure to the benefit of and be binding upon the Parties, their successors, administrators, heirs, affiliates and assigns. This Agreement must be signed by duly authorized representatives of Licensee and Licensors and becomes effective on the Effective Date.

*16. PUBLICITY.*

Upon the execution of this Agreement, Licensors may issue a press release including a mutually agreed upon quote from Licensee indicating that Licensee has signed an agreement to acquire Licensed Information from Licensors.

*17. NO WAIVER.*

No failure or delay on the part of either Party in the exercise of any right or privilege hereunder, including the right to cancel, shall operate as a waiver thereof, nor shall any single or partial exercise of such right or privilege preclude other or further exercise thereof or of any other right or privilege. No waiver of any right or privilege in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party.

*18. INDEPENDENT CONTRACTORS.*

The Parties shall perform activities under this Agreement only as independent contractors and nothing contained herein shall be construed to be inconsistent with this relationship or status. Under no circumstances shall any personnel of either Party be considered to be an employee or agent of the other Party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other, implied or otherwise. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, agency, or formal business organization of any kind.

*19. CAPTIONS.*

The captions used in this Agreement are for convenience of reference only and are not to be used in interpreting the obligations of the Parties under this Agreement.

*20. NEGOTIATION.*

This Agreement is the result of negotiation between the Parties and, accordingly, shall not be construed more strongly for or against either Party regardless of which Party was more responsible for the preparation of this Agreement or any portion thereof.

*21. CUMULATIVE REMEDIES.*

Except as otherwise provided herein, if either Party breaches this Agreement, the non-breaching Party shall have the right to assert all legal and equitable remedies available.

*22. SEVERABILITY.*

In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.

*23. AUTHORITY.*

Each Party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities, if applicable, to enter into this Agreement and to perform and carry out its obligations under this Agreement, (ii) the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind the Party thereto; (iii) the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the Party; and (iv) the execution, delivery and performance of this Agreement has been duly authorized by all necessary partnership or corporate action and this Agreement is a valid and binding obligation of such Party, enforceable in accordance with its terms.

*24. ASSIGNMENT.*

Neither Party may assign this Agreement to any third party without the prior express written approval of the other Party, except that Licensor may assign this Agreement to an Affiliate or pursuant to an assignment carried out as part of a merger, restructuring, or reorganization, or as a sale or transfer of all or substantially all of the Licensor's assets. Any assignment without such required consent shall be null and void.

*25. NOTICE AND REQUESTS.*



Any notice or request that is required or permitted under this Agreement shall be sufficient if given in writing and transmitted either by (a) facsimile machine to the persons and numbers listed below (with confirmation of receipt), (b) air courier or other messenger, or (c) a type of mail, postage prepaid, requiring a signed receipt to confirm delivery. Each Party, by written notice to the other pursuant to this section, will provide its address or designees for receiving such notices.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the last date written above.

**LICENSEE:**

**LICENSOR:**

**Easler Education Inc.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

DRUGTESTINGCOURSES.COM

## Schedule A

### A.1 Licensed Information-Product

“Licensed Information” or “Licensed Product” means the following information to be delivered by the Licensor to the Licensee under this Agreement:

**COURSE NAME(S):**

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**FORMAT(S) DELIVERED:**

PowerPoint     MP3 Video Format     PDF     Paper Copy

SCORM     TIN CAN

Hosted on Learning Management System (See A.2 for per license fee)

Other \_\_\_\_\_

**DELIVERY METHOD:**

Flash Drive     Google Drive File Share     Email (If available)

In-person     Mail/Courier     Other \_\_\_\_\_

**Other Relevant Course Information:**

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### A.2 Amounts

Licensee shall pay Licensor License Fees as follows during the Term of this Agreement: an initial License Fee of \_\_\_\_\_. If a Train-the-Trainer course is selected and Licensee opts to utilize the LMS for initial training instead of utilizing the delivered course materials, Licensee agrees to pay \_\_\_\_\_ per individual learner registered for the Licensor’s Licensed Product in Learning Management System. Licensee shall pay a re-activation fee of ten dollars for any learner who does not complete the Licensed Product within 30 days of registration or re-activation in the LMS.

### A.3 Payment Schedule

Payment Schedule Payments of License Fees shall be due upon delivery.

#### **A.4 Source Credit**

Licensee shall credit Licensor by incorporating the following acknowledgement: “(by DrugTestingCourses.com.)”. Licensor shall have the right to control the format and placement of the acknowledgement.

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