kantola

change perspectives.
achieve compliance.
elevate culture.

Kantola Training Solutions License Agreement

This Kantola Training Solutions License Agreement is effective as of August 1, 2022, by and between Kantola Training Solutions, LLC, ("***Licensor***"), with offices located at 55 Sunnyside Avenue, Mill Valley, CA and City of Riverside with offices located at 3900 Main Street, Riverside, CA 92522

BACKGROUND:
The Licensor wishes to license workplace training solutions to the Licensee and the Licensee desires to license the workplace training solutions under the terms and conditions stated below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Product:**
   1.1. Under this License Agreement, the Licensor grants to the Licensee a non-exclusive and non-transferable license to use the following training courses and related material ("***Product***"):

Product listing: CA Harassment Prevention for Employees & Managers

   1.2. On each anniversary of the execution of this License Agreement, the Licensee will have the right to move to the most recent version of the courses listed above should more recent versions be available.

2. **License Fees:**
   2.1. The license fees for the Product are as follows ("***License Fees***"):

Year	# of learners	Price per learner per year	Set-up fee	Total fees
Year 1 (7/1/22-6/30/2023)	2400	$7.60	$500.00	$18,740.00
Year 2 (7/1/2023 – 6/30/2024)	NA	NA	NA	NA
Year 3 (7/1/2024 – 6/30/2025)	2400	$7.60	NA	$18,240.00

   2.2. Any additional learners will be invoiced at time of addition and will be billed at $7.60 per learner per year.
   2.3. All invoiced items will be delivered within the agreed-upon timeframe and will include sales tax, if applicable, and invoices will be payable within 30 days of receipt of the invoice (unless otherwise agreed upon in writing).

included in the License Fee. Licensor will provide technical services support to the Licensee as needed during normal business hours or by the next business day, Monday through Friday from 7:30 AM to 5:30 PM Pacific time.

2.5. The first-year portion of the License Fees will be invoiced on execution of this License Agreement, and fees for subsequent years will be invoiced on the anniversary of the execution of this Agreement.

3. **Term:**

3.1. This Agreement will begin on execution of this License Agreement and will continue for a period of three (3) years, unless terminated early ("***Term***").

3.2. The Licensee may terminate this License Agreement for any reason up to 60 days before each anniversary of the execution of this License Agreement ("***Early Termination Notice***") and no further fees will be due for subsequent years.

3.3. If Licensor fails to provide the Product as agreed, Licensee may terminate the License Agreement with written notification and Licensor will prorate and refund any remaining License Fees within 30 days of written notification.

3.4. At the end of the Term of this License Agreement the Licensee must destroy all copies, if any, of the Product in their possession.

3.5. Prior to the end of Term, Licensor will offer terms for renewal to the Licensee.

4. **Delivery:**

4.1. The courses will be hosted on the Kantola Learning Management System, which includes the ability to administer, track, monitor, provide certificates of completion, pull reports, personalize with your company logo and more.

General:

4.1. This License Agreement, the incorporated T&Cs and any other incorporated agreements specifically referenced in this License Agreement, constitute the entire understanding between the Parties. This License Agreement can only be modified in writing signed by both the Licensor and the Licensee and does not create or imply any relationship in agency or partnership between the Licensor and the Licensee.

4.2. Licensee accepts Licensor's standard terms and conditions ("***T&Cs***") which are attached hereto and incorporated herein and made part of this Agreement. By entering into this Agreement, I confirm that I have read and I accept the T&Cs.

4.3. This License Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Kantola Training Solutions License Agreement as of the date first written above

LICENSEE	LICENSOR
By: _____	By: Scott Mallery
Name:	Name: Scott Mallery
Title:	Title: VP of Sales

Kantola Terms & Conditions

1. Kantola Training Solutions ("***Licensor***") offers workplace training solutions ("***Product***")
2. The Terms and Conditions ("***T&Cs***") is a legal agreement between you (either an individual or an entity) ("***Licensee/You/Your***") and Licensor, which governs Your use of the Product as the Licensee (as defined below). By using the Product Licensee is agreeing that Licensee has read, and that Licensee agrees to comply with and to be bound by, the terms and conditions of this T&Cs. If You are an individual representing an entity, You acknowledge that You have the appropriate authority to accept the T&Cs on behalf of such entity.
3. License's agreement with the Licensor includes the T&Cs and any additional terms that the Licensor and Licensee agree to in a binding contract ("***License Agreement***"). To the extent that there is any irreconcilable conflict between any License Agreement and these T&Cs, the License Agreement shall prevail.
4. Title, copyright, intellectual property rights and distribution rights of the Product remain exclusively with the Licensor.
5. These T&Cs constitutes a license for use only for your internal business purposes and is not in any way a transfer of ownership rights to the Product.
6. Licensee assumes all responsibility for the selection of the Product for its intended results.
7. The Licensee of the classroom streaming product ("***Classroom Streaming***") may only use the product in an instructor-led training setting, and each license of Classroom Streaming may only be used by one instructor at one location. The Licensee may not use Classroom Streaming in a webinar-style or virtual instruction setting.
8. The Licensee may not transfer or assign any of the rights or obligations granted under these T&Cs to any other person or legal entity, except for its legal successors and assignees in case of change of control, if any.
9. The Licensee may not make available the Product for use by any third party and may not make copies. The Product may not be modified, reverse-engineered, or de-compiled in any manner.
10. The Licensor warrants and represents that granting the license to use the Product is not in violation of any other agreement, copyright or applicable statute. The Licensor will defend, indemnify, and hold the Licensee, as well as that Licensee's officers, directors, representatives, employees, agents, and attorneys (collectively "***Indemnified Persons***"), harmless from, and Indemnified Persons will have no liability for, any third party claims, demands, damages, liabilities, losses, and expenses (including reasonable attorney's fees), directly or indirectly arising out any claim made by a third party that any portion of the Product infringes on their copyright, right of publicity or likeness, or trademark.

11. Liability of the Licensor will be limited to a maximum of the license fees paid by the Licensee to the Licensor in the trailing twelve months. The Licensor will not be liable to the Licensee, whether in contract, tort or breach of warranty, for any indirect, incidental, special, general or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other economic disadvantage suffered by the Licensee arising out of or relating to the Licensor's performance or failure to perform under the License Agreement or T&Cs.
12. Except as provided in Clause 7 and Clause 9 of the T&Cs, liability of the Licensee will be limited to a maximum of the license fees paid by the Licensee in the trailing twelve months and Licensee whether in contract, tort or breach of warranty, for any indirect, incidental, special, general or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other economic disadvantage suffered by the Licensee arising out of or relating to the Licensee's performance or failure to perform under the License Agreement or T&Cs.
13. Unless notified otherwise by the Licensee, Licensor will have the right to use the Licensee's name and logo in marketing materials that reference Licensor's clients.
14. The Parties acknowledge that one party (the "***Receiving Party***") may have access to confidential or proprietary information ("***Confidential Information***") of the other party (the "***Disclosing Party***"). For avoidance of doubt, Confidential Information shall include, but is not limited to, personally identifiable information. The Receiving Party will hold in confidence and protect the Confidential Information of the Disclosing Party against unauthorized access, use or disclosure. The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under these T&Cs. A Receiving Party may permit access to Confidential Information to authorized representatives, including, without limitation attorneys, accountants, advisors, Contractors, lenders (collectively, "***Representatives***") who have a need to know and who have been informed of the confidential nature of such information and who have agreed to maintain the confidentiality thereof and the Receiving Party will remain responsible for the actions and disclosures of such Representatives. The Receiving Party agrees to notify the Disclosing Party immediately in the event they become aware of any unauthorized knowledge, possession or use of the information or any part thereof by any person or entity. The Parties acknowledge that any violation of the confidentiality provisions of these T&Cs may result in irreparable harm for which there is no adequate remedy in damages, that in those circumstances, an injunction, specific performance, or other equitable relief to enforce confidentiality pursuant to these T&Cs may be appropriate for any threatened or actual breach of these T&Cs, and that each Party shall be entitled to seek such relief. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in

equity. Upon request, the Receiving Party will promptly return to the Disclosing Party all copies, in whole or in part, of any of the Confidential Information in its possession, or it shall destroy all such copies and certify in writing that such Confidential Information has been destroyed.
Notwithstanding the foregoing, the Receiving Party shall be entitled to retain one (i) copy of the Confidential Information to the extent that (i) the Confidential Information needed to comply with any law, regulation or order of a regulatory agency or court having competent jurisdiction or (ii) the Confidential Information is an electronic backup taken automatically by the Receiving Party's information technology (IT) systems for record retention, business continuity and disaster recovery purposes pursuant to law or regulation and in which case such Confidential Information will be erased in accordance with IT backup systems destruction protocols, and provided that so long as the backups exist, they are only reasonably accessible to Receiving Party's designated IT personnel." In accordance with the California Public Records Act, or other applicable public information law, this agreement and its terms and conditions may be disclosed to the public pursuant to any applicable statute or court order.
15. This T&Cs as well as License Agreement, if any, between the Licensee and Licensor will be enforced or construed according to the laws of the State of California. The parties to this License Agreement submit to the jurisdiction of the courts of the County of Santa Clara, California for the enforcement of these T&Cs and License Agreement if any, or any arbitration award or decision arising from these T&Cs and License Agreement, if any.
16. From time to time, Licensor may decide to retire or replace its Products with newer training solutions ("***Substitute Products***"). Licensor reserves the right to provide Licensee with Substitute Products on the anniversary of the execution of the license agreement executed between the Parties.
17. Upon Licensee's Approval, the Term will automatically extend for subsequent one (1) year terms at the same terms, conditions and provisions set forth in the T&Cs and License Agreement unless the License Agreement is terminated or either party gives the other notice of non-renewal up to 30 days before the end of the relevant Term and if done no further fees will be due for subsequent years beyond the relevant Term.
18. A contract year is defined as the 12-month period starting at the execution of the License Agreement or the most recent anniversary of the execution of the License Agreement ("***Contract Year***"). Licenses acquired at the start of or during a Contract Year are valid until the end of that Contract Year.
19. Licensor has the right to modify its learning management system or the Product at any time. Licensor will use commercially reasonable efforts to ensure that the modifications do not materially affect the Product during the term of the license agreement executed between the Parties.
20. Except for warranties Licensor expressly provided in the T&Cs or License Agreement, Licensor disclaims all warranties express or implied related to the Product, including (without limitation) warranties of accuracy, adequacy,

completeness, merchantability, reliability, or fitness for any particular purpose.

21. Except as provided for in License Agreement, Licensee is not permitted to modify Licensor's Product in any way without Licensor's written permission.

22. License Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "***Taxes***"). If Licensor has the legal obligation to pay or collect Taxes for which the Licensee is responsible under this clause, Licensor will invoice Licensee and Licensee will pay that amount unless the Licensee provide the Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

23. If Licensee provides the Licensor Licensee data including personal information, Licensee grants the Licensor a worldwide, limited-term right to host, copy, transmit, and display Licensee data (1) as necessary for Licensor to provide the Product, or otherwise exercise Licensor rights or obligations pursuant to the Licensee Agreement; (2) as necessary to provide support, address service issues/requests, or otherwise enhance Licensee use of the Product; (3) as required by law, regulation, or in accordance governmental request with legal process; (4) as requested by Licensee; (5) to investigate or address security or integrity issues related to the Product. Except as expressly permitted by the Licensee Agreement or T&Cs, the Licensor acquires no right, title, or interest from Licensee to any Licensee data.

24. Licensee grants Licensor a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Product any suggestion, enhancement request, recommendation, correction, or other feedback provided by Licensee or employees of Licensee relating to the Product. Licensor shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Product and related systems and technologies, including information collected from Licensor Product courses and surveys, provided that Licensee data that is also personal information will only be used in connection with the permitted purposes in Clause 23 of the T&Cs, unless such personal information is aggregated or otherwise de-identified.

25. Licensor acknowledge and agree that use of the Product to transmit, store, or otherwise process Highly Sensitive Information is unnecessary for use of the Product. "***Highly Sensitive Information***" is defined as (a) numbers used for identification, such as social security numbers, passport numbers, or driver's license numbers; (b) personal health or medical information; (c) banking or payment card information; (d) sensitive government or military information; (e) information collected from or regarding minors or children (f) other personal information which a reasonable person would believe to be particularly sensitive, such as a person's criminal history; Notwithstanding anything to the contrary in the License Agreement or T&Cs, Licensor shall not be liable for noncompliance with a law or regulation where such noncompliance would not have occurred but for Licensee's use or provision of Highly Sensitive Information in connection with the Product.

26. Each party represents that it is not named on any U.S. government denied-party list. Licensee shall not permit its employees to access or use the Product in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any U.S. export law or regulation.
27. Licensee acknowledges that they have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Licensor employees or agents in connection with these T&Cs or License Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Licensee learns of any violation of the above restriction, Licensee will use reasonable efforts to promptly notify the Licensor.
28. Licensor may use third party service providers and contractors ("***Contractors***") to assist in developing, providing, supporting, and improving the Product. Licensor shall be responsible for the compliance of Licensor Providers with the relevant provisions of the T&Cs.
29. No failure or delay by either party in exercising any right under these T&Cs or Licensee Agreement will constitute a waiver of that right.
30. If any provision of the T&Cs or Licensee Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void or, preferably, 'blue-penciled' and scaled back until it is no longer contrary to law, and the remaining provisions of the T&Cs or License Agreement will remain in effect.
31. You will not access the Product if you are a direct competitor of the Licensor.
32. Capitalized terms used herein and not otherwise defined are defined as set forth in the License Agreement.
33. All terms, conditions and obligations of these T&Cs will be deemed to be accepted by both parties ("***Acceptance***") upon Licensee using the Product or accepting License Agreement, if any.