



Non-Exclusive Altius IT Policy Collection License Agreement (as of 5/3/2021)

This Non-Exclusive Altius IT Policy Collection License Agreement ("Agreement") is entered into and is effective as of the date of Purchase ("Effective Date") by and between Altius Information Technologies, Inc. ("Licensor"), a California corporation, having a mailing address of P.O. Box 4409, Laguna Beach, CA 92652-4409 USA (the "Licensor") and your organization ("Licensee"). Licensor and Licensee may be referred to in this Agreement individually as a "Party," and collectively as the "Parties."

RECITALS

- A. WHEREAS, the Licensor owns, controls, has developed, and desires to promote, market, and distribute the "Altius IT Policy Collection," including but not limited to, policies, procedures, plans, forms, and related documents and documentation provided in Microsoft Word format (the "Products");
- B. WHEREAS, Licensor represents that it has a right to grant a License to Licensee;
- C. WHEREAS, Licensee desires to use such Products under the terms and conditions set forth in this Agreement;
- D. NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

The Licensor and Licensee agree as follows:

Product License, Payment, Delivery and Acceptance of Products

1. License. "License" means the license granted by Licensor to Licensee to use the Products in accordance with the terms and conditions of this Agreement. Licensor grants Licensee one non-exclusive, non-transferable license to (1) use the Products solely for its own internal use on one computer or device, (2) copy the Products for archival or backup purposes only, provided that all copies shall be subject to the terms of this Agreement, and (3) you may distribute pdf versions of the Products to staff within your organization and to independent auditors evaluating your security controls.
2. Payment. Licensee shall make payment in accordance with Licensor's advertised prices. Licensee shall be responsible for any sales taxes, use taxes, value added taxes, or similar taxes related to the licensing of the Products or arising out of or in connection with this Agreement. Payment shall be made in full prior to the delivery



of Products. "Purchase" means buying the Products through the use of a check, payment card (e.g., credit card, debit card), payment system (e.g., PayPal), wire transfer, or providing a Purchase Order to Licensor. Licensee shall pay any collection costs incurred by Licensor, including reasonable attorney's fees and costs, as well as late fees and interest at 1 1/2% per month on amounts past due.

3. Delivery and Acceptance of Products. Licensor shall use reasonable efforts to deliver the Products to the Licensee. "Delivery Date" is the date on which Licensee Purchases the Products. "Acceptance" of Products means Purchase and downloading of the Products. Products shall be accepted at the time of the Purchase and downloaded by the Licensee. Licensee hereby acknowledges that acceptance and download by Licensee of Products constitutes Licensee's acceptance of the Terms and Conditions of this Agreement.

Rights, Reservation of Rights, Ownership, and Licensee Restrictions

4. Rights. Licensee acknowledges and agrees that Intellectual Property rights, and all other rights in the Products are, and shall remain, the property of Licensor and nothing in this Agreement, including any changes, modifications, or improvements to the Products, shall be construed as transferring any aspects of such rights to Licensee or any Third-Party. "Third-Party" means a person or group other than the Licensor and/or Licensee.

5. Reservation of Rights. All rights not specifically granted by the Licensor hereunder are reserved by the Licensor including, but not limited to, the right to advertise, promote, market and distribute the Products, and to appoint Third-Parties to advertise, promote, market and distribute the Products, worldwide. Further, the Licensor reserves the right, in its sole discretion, at any time and from time to time, to modify any or all of the Products, or to discontinue the publication, distribution, sale or licensing of any or all of the Products without liability of any kind.

6. Ownership. The Products are and will remain the sole and exclusive property of Licensor, whether the Products are separate or combined with any other products. The rights under this section include, but are not limited to, all Intellectual Property Rights in the Products. "Intellectual Property Rights" include, but are not limited to, all of the following: (a) copyrights, registrations and applications for registration thereof; (b) computer software products, Microsoft Word documents, data and documentation; (c) patents, patent applications, including but not limited to, all related continuations, continuations in-part, divisional, reissue, utility models, design patents, applications and registrations thereof, and certificates of invention; (d) trademarks; (e) trade secrets, know-how, manufacturing, source code process and techniques, designs, prototypes, enhancements, improvements, work-in progress, research and development information; (f) Confidential Information (as defined in Section 8 of this Agreement); and (e) other proprietary rights relating to any of the



foregoing. Licensee's derivative work of the Products shall be owned by the Licensor.

7. Licensee Restrictions. Licensee shall not, to all or part of the Products, make available, distribute, reveal, or allow Third-Party access, use, resale, transfer, or license. Licensee shall not, itself or through the assistance of any Third-Party, directly or indirectly, research, develop, or license any competing Product which is or may constitute a derivative work of the Products. Licensee shall not represent that it possesses any proprietary interest in the Products or take any action to contest Licensor's Intellectual Property rights or infringe upon them in any way. Licensee shall not register, nor have registered, any trademarks, service marks, trade names, and/or symbols of Licensor which are similar in any manner to Licensor's Marks. No implied license is granted to the Licensee.

Confidential Information

8. Confidential Information. Confidential Information means any data, information, or material that is not generally known to the public, whether in tangible or intangible form, related to the Licensor and its business activities that Licensor may consider to be confidential, proprietary, or unique and that is disclosed or provided by Licensor, including, but not limited to: (i) Trade secrets, (ii) matters of a technical or scientific nature, including processes, designs, procedures, inventions, devices, techniques, data and formulas, research subjects and results, (iii) marketing methods and strategies, (iv) information about operations, products, services, financial information, financial statements, pricing policies, revenues, expenses, profits, assets, inventory, distribution, sales, financial projections, forecasts, personnel, customer lists, and suppliers lists, (v) business plans and methods, prospects, opportunities, (vi) concepts, data, know-how, discoveries, drawings and flow charts, notes, analyses, compilations, studies, computer software, computer codes, tools, systems, and specifications, and (vii) other data, material, or documents prepared by Licensee which contain, reflect, or are based, in whole or in part, on Licensor's Confidential Information.

Confidentiality Obligations, Safeguards, and Unauthorized Disclosure

9. Confidentiality Obligations. Licensee agrees that it will not disclose, to any Third-Party or entity or use, cause, or permit to be disclosed Licensor's Products, Intellectual Property, or Confidential Information, disclosed by Licensor to Licensee, except to carry out its rights and obligations under this Agreement, and that it will take all reasonable measures to maintain the confidentiality of all Products, Intellectual Property, and Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information deemed to be confidential by Licensee.



10. Safeguards. Licensee shall safeguard and protect Licensor's Products, Intellectual Property, and Confidential Information from theft, piracy, infringement of Licensor's Intellectual Property rights, or unauthorized access in a manner consistent with the protections Licensee uses to protect its own information deemed to be confidential by Licensee. Licensee shall inform its employees, contractors, and other staff of their obligations under this Agreement, and shall take such steps as may be reasonable under the circumstances to prevent unauthorized disclosure, dissemination, copying, or use of Licensor's Products, Intellectual Property, and Confidential Information. Licensee's obligation to hold Licensor's Products, Intellectual Property, and Confidential Information in confidence shall remain in effect perpetually unless terminated by Licensor.

11. Unauthorized Disclosure. Licensee shall notify Licensor within twenty-four (24) hours upon discovery of any prohibited use or disclosure of the Products, Licensor's Intellectual Property rights, or Confidential Information, or any other breach of Licensee's Confidentiality Obligations.

12. Conflicts of Interest. Nothing in this Agreement shall prevent Licensor from providing Products to other organizations.

Warranties

13. WARRANTIES. LICENSOR'S PRODUCTS ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. LICENSEE UNDERSTANDS THAT USE OF THE PRODUCTS IS AT LICENSEE'S OWN RISK AND THE PRODUCTS MAY NOT MEET LICENSEE'S REQUIREMENTS. LICENSOR'S OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS ARE NOT RESPONSIBLE FOR LICENSEE'S USE OF THE PRODUCTS OR ANY RESULTS THEREFROM. LICENSOR MAKES NO WARRANTY THAT THE PRODUCTS WILL BE COMPLETE OR ERROR-FREE. LICENSEE IS SOLELY RESPONSIBLE FOR ANY DAMAGES AS A RESULT OF USING THE PRODUCTS. LICENSOR MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR THESE TERMS. THE ENTIRE RISK OF USING THE PRODUCTS IS WITH THE LICENSEE.

Limited Liability, Altered Products, and Indemnification

14. Limited Liability. Notwithstanding any other terms of this Agreement to the contrary, in no event will Licensor's entire liability to Licensee and anyone claiming by, through, or under Licensee for any and all injuries, claims, losses, expenses, or damages arising out of or in any way related to the Products or to this Agreement, from any cause or causes of action, in tort or contract, including but not limited to, negligence, strict liability, breach of contract, or breach of warranty exceed the



purchase price actually paid by Licensee for the Products. Both Parties understand and agree that this limitation of liability allocates risk of nonconforming goods between the Parties as authorized by applicable law. The price of the Products reflects this allocation of risk and the limitations of liability, including the exclusion of indirect, special, incidental or consequential damages in this Agreement.

15. Altered Products. Licensor shall have no liability for any claim based on the use of an altered version of the Products including claims by a Third-Party arising from, related to, or in connection with the use of the Products.

16. Indemnification. Licensee hereby indemnifies, defends, and holds harmless Licensor from any claims, losses, deficiencies, damages, liabilities, costs, and expenses, including but not limited to attorneys' fees, court costs, and expenses, related to the use of the Products, including claims by any Third-Party arising from, related to, or in connection with, the use of the Products.

Consequential Damages

17. Consequential Damages. Notwithstanding any other terms of this Agreement to the contrary, Licensee waives and relinquishes any claims, demands, and causes of action or recoveries for punitive damages, exemplary damages, or statutory damages. In no event will Licensor be liable for indirect, special, incidental or consequential damages arising out of or in any way related to the Products or to this Agreement, including any lost revenues or profits, loss of opportunity, business interruption, downtime, or any other related expenses regardless of the theory upon which any claim may be based, including any tort, breach of contract, warranty, guarantee, indemnity, or statutory causes of action.

Attorney's Fees

18. Attorney's Fees. Licensee shall be responsible for Licensor's reasonable attorneys' fees and collection costs associated with the enforcement of the terms of this Agreement or the collection of any amounts due under this Agreement.

Force Majeure

19. Force Majeure. Neither Party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including acts of God or any other cause beyond its reasonable control.

Term and Termination

20. Term. The License granted herein shall remain in effect perpetually unless terminated by Licensor.

21. Termination. In the event Licensee materially breaches any of the terms and conditions of this Agreement, Licensor shall send Licensee written notice specifying



the nature of such breach. Licensee has twenty-four (24) hours from the receipt of such notice with which to Cure the breach. "Cure" means to substantially perform Licensee's contractual obligations. If Licensee fails to Cure the breach within the twenty-four (24) hour time period, Licensor may immediately terminate this Agreement by serving Licensee written notice of termination. Licensor's right to terminate is in addition to any other remedy Licensor may have. Licensor may terminate this Agreement and the License, without prejudice in addition to any other remedy Licensor may have. Upon termination of the Agreement, Licensee shall cease using the Products and shall provide evidence that Products have been securely and permanently deleted from all electronic and paper media.

Headings, Severability, and Binding Agreement

22. Headings. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

23. Severability. If any part of this Agreement is held by a tribunal of competent jurisdiction to be illegal or unenforceable, or contrary to law, the remaining provisions of this Agreement shall remain in full force and effect, even if one or more of its other terms or provisions are found to be unenforceable or illegal.

24. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their affiliates and respective successors and assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor.

No Waiver, Entire Agreement

25. No Waiver. Failure by either Party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy. No waiver of any provision of this Agreement or any rights or obligations of either Party hereunder will be effective, except pursuant to a written notice signed by the Party waiving compliance, and any waiver will be effective only in the specific instance and for the specific purpose stated in such writing.

26. Entire Agreement. This Agreement represents the entire understanding, representation, agreement, or communication between the Parties concerning this matter. Neither Party is relying upon any warranties, representations, assurances, or inducements not expressly set forth in this Agreement. No modification or amendment may be made to this Agreement unless expressly identified as such in writing and signed by both Parties.

Jurisdiction

27. Jurisdiction. This Agreement will be governed by, and construed, in accordance with the laws of the State of California without regard to choice of law principles.



The Parties consent and submit to the jurisdiction and venue of the state and federal courts located in Orange County, California for any dispute arising from, related to, or in connection with this Agreement.

No Assignment, Counterparts, and Notice

28. No assignment. Neither Party may assign this Agreement without the prior written consent of the other Party provided, however, that the sale or transfer of any portion of the assets of Licensor or any of its subsidiaries or affiliates, either because of an acquisition or transfer into another entity, will not be deemed an assignment of this Agreement by Licensor. Any assignment in violation of this clause will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to, the benefit of the successors and assignees of Licensor and Licensee.

29. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

30. Notice. Unless otherwise agreed to by the Parties, any notice required or permitted to be given or delivered under this Agreement shall be delivered to the physical address listed in this Agreement or sent via electronic mail (e-mail) to the address of the respective Party. Notice shall be deemed to have been received by any Party on the day it was sent by first class mail or electronic mail (e-mail).