

FIRST RULE CONTENT LICENSE AGREEMENT

For and in consideration of the mutual promises set forth herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, DDM INITIATIVES, LLC t/a First Rule Contract Training (“First Rule”), a Maryland limited liability company (“Licensor”) and the person or entity that executes this Agreement as set forth below, or via an online or other electronic signature system (“Licensee”) agree as follows:

1. **DEFINITIONS.** In addition to other terms that may be defined herein or in the Order, the following terms have the following meaning:

1.1. **“Agreement”** means this agreement, **Exhibit A**, and all Orders.

1.2. **“User(s)”** means an individual that Licensee authorizes to use the Content, so long as such individual meets the requirements of this Agreement in Section 5.5.

1.3. **“Clause(s)”** means text provided by Licensor that is intended to be used in contracts or other legal documents.

1.4. **“Content”** means Videos, Clauses, Templates, and related information (text, multimedia content, teachings, discussions, workbooks, slides and slide decks and similar content) provided by Licensee.

1.5. **“Data Breach”** means the unauthorized access to or use of Personal Information.

1.6. **“Documentation”** means all user manuals, training materials, guides, listings, specifications, help systems and other materials for use in conjunction with the Content as generally furnished by Licensor.

1.7. **“Entity License”** means a license for a company or other organization to access the Content, as may be expressly granted by Licensor at the time of purchase.

1.8. **“Initial Term”** means the first period of time stated in an Order that the License is effective, subject to earlier termination as provided in this Agreement.

1.9. **“License”** means the rights granted to Licensee in Section 2.1, for the Term.

1.10. **“Licensee Data”** means all data input into the Service by Licensee, through Users.

1.11. **“Order(s)”** means any document, instrument, or other written statement, reasonably associated with or otherwise identified with this Agreement, in which the parties agree to specific terms and conditions, and fees, for the license granted herein. An Order may be made electronically, and may be made by or through a third-party Reseller.

1.12. **“Personal Information”** means information that alone, or in combination with other information, can identify an individual, and is protected under applicable laws, rules, regulations and orders in the United States.

1.13. **“Renewal Term”** means the period of time that the Term is extended, subject to earlier termination as provided in this Agreement. If not stated in an Order, the Renewal Term shall be equal to the same time period that was comprised in the Initial Term (i.e. monthly, annually, or such other period as was the Initial Term).

1.14. **“Reseller”** means any business or entity that Licensor has authorized to resell licenses to Content.

1.15. **“Seat License(s)”** means a license for a User to access the Content

1.16. **“Service”** means the service of providing Licensee access to the Content via online means.

1.17. **“Template”** means a form contract provided with Licensor’s language formatted for completion and use by a Licensee.

1.18. **“Term”** means the Initial Term and all Renewal Terms, subject to earlier termination as provided in this Agreement, and subject to renewal as provided in the Order.

1.19. **“User”** means an individual employee or contractor of Licensee that Licensee has been authorized to use: (i) one of the Seat Licenses; or (ii) an Entity License, and who meets the requirements of Section 5.5 below.

1.20. **“Video(s)”** means an audio-visual works provided by Licensor, which may be streamed or in some cases, may also be available for download.

2. **LICENSE; FEES; CONTENT MODIFICATION**

2.1. **Grant.** Upon Licensee’s execution of this Agreement, electronically or otherwise, and payment of any and all fees associated with this Agreement in an Order, and subject to the terms of this Agreement and the Order, Licensor grants and Licensee accepts, during the Term, a subscription based, worldwide, non-exclusive, non-transferable (except as provided in Section 9.2) and non-sub-licensable right to use the Content identified in the Order for Licensee’s internal business purposes, and for any additional purposes or uses stated in Order, but subject to all limitations in the Order. If an Order includes access to Clauses or one or more Templates, subject to the limitations below in Section 5.2, Licensee is authorized to incorporate Clauses or use such Templates in their contracts that are used in

connection with Licensee's business and with Licensee's customers. Except for the prior sentence, Licensee is not authorized to (and the license does not include the right to) incorporate any other Content in any Licensee documents, instruments or other materials.

2.2. Fees. Fees are stated in an Order. Unless otherwise stated in an Order, Licensor may modify its fees at any time upon notice to Licensee (such notice may be provided electronically, within the Content), and such increase shall apply to the next applicable Renewal Term of the License.

2.3. Content modification. Licensor may modify, enhance, make corrections to, and otherwise change the Content at any time, provided that Licensor shall not materially reduce any functionality of the Content during the applicable Initial Term or Renewal Term.

3. CONFIDENTIALITY AND IP OWNERSHIP.

3.1. Confidential Information. Subject to Section 3.2 and 3.3, from time to time, each party (the Disclosing Party) may disclose or make available, directly or indirectly through its affiliates or third parties to the other party or its affiliates (the Receiving Party), confidential or proprietary information concerning its software, business, products or services (the "Confidential Information"). Both Licensor and Licensee agree that during the Term of this Agreement and thereafter (a) it will use Confidential Information of the Disclosing Party solely for the purpose(s) of performing this Agreement and solely for the benefit of the Disclosing Party, which may include improving, providing or receiving services and (b) it shall not disclose the Confidential Information to any third party (other than its employees and professional advisers who have a justified need to know such Confidential Information) and will take all reasonable precautions to ensure that it does not disclose the Confidential Information of the Disclosing Party to any third party.

3.2. Exclusions. For purposes hereof, "Confidential Information" will not include any information that the Receiving Party can establish by written evidence: was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party; is rightfully in the Receiving Party's possession prior to disclosure as evidenced by competent written proof; or was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

3.3. Compelled Disclosure. In the event the Receiving Party is required to disclose any Confidential Information by order of a court or any government agency, by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, the Receiving Party shall: give prior written notice of such disclosure to the Disclosing Party (if not legally prohibited from doing so) together with a copy of the material proposed to be disclosed; reasonably cooperate with the Disclosing Party at the Disclosing Party's request and expense to resist or limit such disclosure or to obtain a protective order; and in the absence of a protective order or other remedy, disclose only that portion of the Confidential Information that is legally required to be disclosed and assure that, if applicable, confidential treatment will be accorded the disclosed information.

3.4. Intellectual Property in general. Each party and its affiliates retain ownership of such party's pre-existing and separately developed material and intellectual property (and derivatives and enhancements thereto, regardless of input or suggestions from the other party). All other rights are expressly reserved.

3.5. Licensee Data. Licensee Data is owned solely and exclusively by Licensee. It is expected that Licensee Data will not contain Personal Information, other than a User's email address and name. Licensee grants Licensor a non-exclusive right to store, transmit, use and process Licensee Data solely to enable Licensor to provide the Content to Licensee. Licensee Data constitutes Licensee Confidential Information. The Content is not a backup service and, unless an Order provides otherwise, Licensor makes no guaranty that the Licensee Data will be available or otherwise downloadable. All Licensee Data stored in the Content is stored at the Licensee's risk and is subject to deletion as provided in Section 6.2 below.

3.6. Personal Information; limited data storage. Licensee shall not store sensitive Personal Information in the Service, nor may Licensee store any images of confidential information of third parties, nor images unrelated to the function of the Content in the Service, and if Licensee breaches this provision, Licensee is liable for all damages of any kind suffered by Licensor as a result of any Data Breach of such data. Both parties shall comply with all laws, rules, regulations and orders applicable to them in connection with the storage, transmission and processing of Personal Information.

3.7. Documentation. All copyrights, trade secrets, patents and patentable inventions, other intellectual property rights, modifications, adaptations, derivative works, and enhancements thereto or subsisting therein, and trademarks incorporated into or used in respect of, the Content and the Documentation are and shall be and remain the sole property of Licensor, regardless of receipt of any ideas, suggestions, assistance, or other contributions of Licensee (all of which Licensor may use without any obligation or payment of any kind to Licensee and which are and shall be owned solely by Licensor), and regardless of work performed by Licensor for Licensee. The Content is licensed and not sold to Licensee. Licensor reserves all rights not expressly granted herein.

4. REPRESENTATIONS/LIMITATION OF WARRANTY/DISCLAIMER.

4.1. Licensor Representation. Licensor represents and warrants that during the Term: Licensor is legally authorized to grant the rights granted herein and Licensor will use commercially reasonable efforts to maintain the security and confidentiality of Licensee Data in the Service.

4.2. LIMITATION OF WARRANTIES. EXCEPT AS EXPRESSLY WARRANTED HEREIN OR IN A SIGNED ORDER THE CONTENT AND DOCUMENTATION IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF ACCURACY, ANY IMPLIED WARRANTY AGAINST INFRINGEMENT, ANY IMPLIED WARRANTIES ARISING UNDER SUBTITLE 4 OF TITLE 22 OF THE MARYLAND ANNOTATED CODE COMMERCIAL LAW ARTICLE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. THERE IS NO WARRANTY THAT ANY INFORMATION, COMPUTER PROGRAM, LICENSOR'S EFFORTS OR ANY SYSTEM PROVIDED BY LICENSOR WILL FULFILL ANY OF LICENSEE'S PARTICULAR PURPOSES OR NEEDS. LICENSOR DOES NOT WARRANT THAT THE CONTENT WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION.

4.3. LEGAL DISCLAIMER. The Content, Service, and all forms, training, and materials Licensor provides do not constitute, and are not a substitute for, professional legal advice. Content is provided to Licensee and Users without knowledge of or consideration of specific facts and is intended solely for educational purposes. Please consult a lawyer licensed in your jurisdiction for professional legal advice, or make further relevant investigation before using any Content. Use of the Content and Service does not create an attorney-client relationship between Licensee, any User and Licensor. NEITHER LICENSEE NOR ANY USER MAY SEND US ANY CONFIDENTIAL, PROPRIETARY, PERSONAL OR OTHER PRIVATE INFORMATION RELATED TO ANY SPECIFIC LEGAL MATTER WHEN USING THE SERVICE OR ACCESSING THE CONTENT, AS IT IS NOT COVERED BY ATTORNEY-CLIENT PRIVILEGE OR WORK-PRODUCT PROTECTION.

5. LICENSEE'S OBLIGATIONS.

5.1. Covenants. Except as permitted in Section 5.2 below: Licensee covenants that Licensee shall (a) ensure all persons accessing or using the Content through Licensee comply with this Agreement and all Documentation provided by Licensor, (b) use the Content in compliance with all applicable laws, rules, and regulations, (c) not alter, recast, revise, modify, translate, reformat, reverse engineer, compile, disassemble or decompile the Content or any portion thereof, or modify or make derivative works based upon the Content, or obtain possession of any source code, (d) not, except as expressly permitted in the Agreement, license, sublicense, sell, resell, transfer, assign, distribute, provide as a service bureau, outsource, or software-as-a-service or otherwise commercially exploit or make available to any third party the Content in any way, (e) not use Licensor's trademarks in any manner except as permitted under the Agreement, and (f) cooperate with Licensor in its provision of Service including providing such technical assistance and information as reasonably requested by Licensor. Licensee is responsible for the acts of its other contractors, agents and employees the same as if the party directly engaged in such acts or omissions.

5.2. Permitted use of Clauses and Templates. Notwithstanding Section 5.1 above or any other provision herein, Licensee may use Clauses and/or Templates in contracts and other documents in the ordinary course of Licensee's provision of services to Licensee's customers and clients, including modifying and making derivative works of the Clauses, provided however that for Clauses, Licensee may not: (a) use Clauses to create form legal contracts that consist primarily or substantially of the Clauses for use after the end of the Term; (b) that can be used in any manner as a reasonable substitute for the Service and Content provided by Licensor; or (c) separate from a contract or legal document (e.g. in a database, spreadsheet or other data store of Clauses). Except to the extent Clauses have been incorporated into legal contracts between Licensee and its customers for such customer's use, all Clauses in the possession, custody or control of Licensee (including in any form contracts not yet used for a specific customer) shall be deleted, and may not be used, after the end of the Term.

5.3. Representations. Licensee represents and warrants to Licensor that this Agreement has been duly executed by an authorized agent of Licensee and is valid and binding on Licensee.

5.4. Indemnity. Licensee covenants to indemnify, defend, and hold harmless Licensor, its parent companies, subsidiaries, affiliates, trustees, officers, employees, students, and agents against all claims or actions (including but not limited to attorney fees) based upon or arising out of Licensee's breach of this Agreement; infringement of any third party's patent, copyright, trademark or other intellectual property right to the extent caused by or contributed to by Licensee; Licensee's negligent or intentional acts or omissions, or misuse of the Content or Service; or violation of applicable law, rules, regulations or orders.

5.5. Users. Licensee may not permit any individual or company to access or use the Service through Licensee's account that is not either an employee of Licensee, or a contractor that is providing services to Licensee's customers. Licensor may disable access to the Service without prior notice for any login/user that it determines is misusing the Service, is not a proper User as required above, is violating applicable laws, rules, regulations and orders, or is otherwise causing or likely to cause injury to Licensor, Licensor's other customers, or the Service. Licensee is responsible and liable for the acts and omissions of all Users and any third parties (whether or not acting as Users) that gain access to or use the Service by or through Licensee. Notwithstanding Licensor's rights above, any review or assessment of an User's use by Licensor is solely for Licensor's benefit and may not be relied upon by Licensee for any purpose, nor shall Licensor's failure to discover or terminate such misuse absolve Licensee of liability for the acts or omissions of Users and third parties that gain access to or use the Service by or through Licensee.

6. TERMINATION AND BREACH.

6.1. Termination. If either party materially breaches this Agreement and such breach is not substantially cured in accordance with the Informal Dispute Resolution procedures outlined in Section 9 within 15 calendar days of the date of such notice, then the party claiming the breach may terminate this Agreement (and the Term) by written notice to the other party. Nothing set forth herein shall prevent either party from pursuing injunctive relief in the event of a breach or threatened breach of the terms and conditions set forth herein. A material breach of Licensor's terms of service, terms of use, privacy policy, or acceptable use policy posted by Licensor on the Service shall constitute a material breach of this Agreement.

6.2. Effect of termination or expiration. Except as specifically authorized in Section 5.2 above, upon a termination or expiration of the Term, Licensee shall immediately cease all use of the Content, and remove/delete all Content from all hardware, devices and equipment of Licensee and all Users; and permanently delete all Confidential Information of Licensor, and certify the same to Licensor in writing within 10 days of such termination or expiration. After the end of the Term, Licensor shall not be obligated to maintain any Licensee Data stored in the Service, which may be deleted in the ordinary course of Licensor's business and/or in accordance with any document retention and destruction policy of Licensor. Notwithstanding the above, Licensor may retain some or all of the Licensee Data after the end of the Term, for archival, documentation, dispute resolution, or compliance with applicable law requirements as determined by Licensor.

7. LIMITATION OF LIABILITY AND REMEDY. EXCEPT IN THE CASE OF LICENSOR'S FRAUD: (A) THE ENTIRE LIABILITY OF LICENSOR UNDER THIS AGREEMENT FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, WILL NOT EXCEED THE LICENSE FEES PAID TO LICENSOR FOR THE CONTENT WHICH IS THE SUBJECT MATTER OF THE CAUSE OF ACTION IN THE 12 MONTHS PRECEDING THE ACCRUAL OF SUCH CLAIM; AND (B) IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, EVEN IF LICENSOR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, DEMANDS OR ACTIONS AGAINST LICENSEE.

8. DISPUTE RESOLUTION.

8.1. General. Except for claims of breach of Section 5 or intellectual property infringement, or other claims for immediate equitable relief, prior to the initiation of any action or proceeding under this Agreement to resolve disputes between the parties, the parties will make a good faith effort to resolve such disputes via the following dispute escalation procedures.

8.2. Escalation. In the event that representatives of Licensor and Licensee are unable to resolve between themselves any disagreement or dispute concerning or relating to this Agreement, the relationship between the parties in respect to this Agreement, or the use of Content, then the disputing party shall send formal notification to the principal contact of the other party (as set forth in the Notice provisions in Section 9.7 of this Agreement) detailing the nature of the disagreement and requesting formal assistance in resolving the issue. The contact of each party shall negotiate in good faith to resolve the disagreement or dispute within thirty (30) days.

8.3. Non-binding Mediation. In the event that despite the parties' efforts to find an amicable resolution to the disagreement or dispute via the dispute escalation procedures outlined in this Section 9, then either party may submit the matter for non-binding mediation by written notice to the other party. The site of such mediation shall be in Harford County, Maryland.

8.4. Option. Finally, in the event that the disagreement or dispute is not resolved to the satisfaction of the parties, then either party, upon written notice to the other, may initiate proceedings in accordance with the choice of law provisions outlined in Section 9.5 of this Agreement.

8.5. Fees. Each party shall be responsible for its own fees and expenses in any mediation, provided that if such dispute is not resolved by mediation, then the prevailing party in any dispute between them (whether arising hereunder, in tort, under applicable laws, rules, regulations, or otherwise) shall be awarded their costs and expenses reasonably incurred in such dispute, which costs shall expressly include reasonable attorneys' and professionals' fees, and at the discretion of the court, fees incurred in such mediation by the prevailing party. This obligation shall not merge in any judgment, but rather shall survive judgment and apply in any post judgment collection, appeal or other post judgment proceedings.

9. GENERAL

9.1. Entire Agreement. This Agreement (including Exhibit A) and the Order constitutes the entire agreement between the parties hereto and supersedes any prior understandings, agreements, representations or statements of any kind, oral or written, that may be related to the subject matter hereof in any way, and shall govern all services which may be licensed by Licensee via an Order (either direct or through a Reseller), or other vehicle agreed and executed by the parties hereto. This Agreement does not supersede or affect the obligations of Users under Licensor’s terms of service, acceptable use policy, privacy policy or other agreements required to be acknowledged upon logging into the Service. The parties also understand, acknowledge and agree that unless an intent to modify this Agreement is expressly stated in a written instrument signed by an officer of both parties, no additional terms or changes to these terms, regardless of whether such additional terms or changes contain provisions contrary to those in this Agreement, shall be valid or binding on the parties. Exhibit A is incorporated herein by reference as if more fully set forth.

9.2. Assignment. Licensee may not assign, delegate or sublicense (by operation of law or otherwise) this Agreement or any rights or obligations hereunder without the prior written consent of the Licensor, which shall not be unreasonably withheld; provided, however, that upon written notice to the Licensor given not later than 15 days after such transaction, Licensee may assign this Agreement, and all its rights and obligations hereunder, to an acquiring entity in the event of a merger, reorganization, consolidation, or sale of all or substantially all of such party’s assets (a “Change of Control”). If such Change of Control results in a competitor to Licensor succeeding to Licensee’s rights and obligations hereunder, then Licensor may by written notice to Licensee, terminate this Agreement for its convenience. Any attempt to assign this Agreement in contravention of this Section by Licensee shall be void and of no force and effect.

9.3. No Waiver; Severability. No delay or omission by either party to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. No change, waiver, or discharge shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein. If any term or provision of this Agreement or the application thereof is held invalid, the remainder of this Agreement shall not be affected thereby.

9.4. Survival of Terms. Upon termination or expiration of this Agreement, any provisions which by their nature are intended to survive such termination shall survive.

9.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to the principles of conflicts of law thereof, provided however that the parties expressly exclude the provisions of the Uniform Commercial Code, United Nations Convention on Contracts for the International Sale of Goods and any applicable Uniform Computer Information Transactions Act ("UCITA").

9.6. Jury trial waiver. EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY DISPUTE BETWEEN THE PARTIES, WHETHER ARISING HEREUNDER, IN TORT, UNDER APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS, OR OTHERWISE.

9.7. Notices. All notices under this Agreement shall be considered delivered the day after such notice was received by the other party via traceable means to the address and the attention of the individual noted below:

Licensee:

LICENSOR:

DDM INITIATIVES, LLC t/a First Rule Contract Training
4 North Park Drive, Suite 411
Hunt Valley MD, 21030
[EMAIL ADDRESS]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO AGREED:

LICENSOR: DDM INITIATIVES, LLC t/a First Rule
Contract Training

LICENSEE: _____

By: _____(SEAL)
Name (print) _____
Title: _____
Date: __ / __ / 20__

By: _____(SEAL)
Name (print) _____
Title: _____
Date: __ / __ / 20__

EXHIBIT A: CONTENT DESCRIPTION AND PRICING

Content. The Content is described as follows:

- A. *Snippets.* Snippets are Videos that are made available contextually inside of a document, to provide some information regarding the clause, issue or provision at that point in a document.
- B. *Preferred Language Library.* This content are Clauses that include various forms of legal provisions that are options in a specific document. This content may also be accompanied by longer Videos that explain the options or clauses.

Fees.

Fees under this Agreement are established by the Reseller as set forth below. Licensee shall pay Reseller, and then Reseller shall pay Licensor. The Fees are as follows (payable to Reseller):

Snippets only (short Videos)	Two Hundred Dollars (\$200) per annual period during the Term, per User
Snippets <i>plus</i> Preferred Language Library	[OPEN/DISCUSS=> Three Hundred Fifty Dollars (\$350)<=] per annual period during the Term, per User