

End User License Agreement

This End User License Agreement (Agreement) is entered into as of date of final signature and is a legal agreement between _____ (End User) and Soteria Solutions, who governs Organization's use of Bringing in the Bystander® High School Prevention Program (Program).

BY SIGNING THIS AGREEMENT THE END USER INCLUDING EMPLOYEES AND AGENTS, AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT

1. GRANT OF LICENSE

The Program includes copyrighted material owned by Soteria Solutions. Soteria Solutions grants End User the following non-exclusive rights provided it agrees to and complies with all terms and conditions of this Agreement:

- a. End User has the right to use, disseminate, distribute, and facilitate the Program at its End User only and is not permitted to use, disseminate, distribute, and/or facilitate the Program outside of its End User.
- b. Any redistribution or publication outside of End User is strictly prohibited, including but not limited to on-line distribution.
- c. End User will not make copies of the Facilitator Guide it receives.
- d. End User agrees to purchase additional copies of the Facilitator Guide from Soteria Solutions, if they are needed.

2. ADAPTATION RIGHTS

End User has permission to adapt the Program solely for purposes of relating the Program to its End User.

End User shall not make changes to the overall structure or content of the Program. End User agrees to retain the name Bringing in the Bystander® as the official title of the Program and is permitted to add "at [Name of End User]."

- a. Slides may be customized with branding and the colors of End User but the content and structure of the slides may not be changed.
- b. End User shall include in the footer of all materials "Program Adapted with Permission from Soteria Solutions."
- c. End User agrees to submit a copy to info@soteriasolutions.org of all materials amended in compliance with Section 2 five business days in advance of scheduled training.

3. METHOD OF DELIVERY

End user has the right to deliver this platform either in-person or via remote platform.

- a. End user agrees that teaching via remote platform must be done during a live class. No asynchronous teaching is permitted.
- b. Teaching BITB via remote platform must be done via the livestream guidance

created by Soteria Solutions and included with your facilitator guides.

4. PROPRIETARY RIGHTS

All intellectual property rights in the Program are owned by the University of New Hampshire. Soteria Solutions is the exclusive distributor of Bringing in the Bystander and its content is protected by law, including but not limited to confidential information, copyright, and trademark law, as well as other applicable laws and international treaty provisions. The End User shall not remove any product identification, copyright notices or any other proprietary restrictions from the Program.

5. TERM

This Agreement will automatically terminate three (3) years from the Effective Date or if either party breaches any terms of this Agreement. The End User agrees to immediately discontinue use of the Program if a new agreement is not executed upon termination of this Agreement. If at any time either party believes the other is in material breach of this Agreement, the non-breaching party shall document the breach and provide notice to the breaching party. If the breaching party does not cure such breach within 10 days of receiving notice, the non-breaching party may terminate this Agreement.

6. INDEMNITY

The End User agrees to indemnify and hold Soteria Solutions and its officers, directors, employees, shareholders and agents harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to the End User's violation of the terms and conditions of this Agreement, the End User's violation of any laws, regulations or third-party rights, or the End User's negligent act, omission or willful misconduct. End Users are prohibited from seeking special or consequential damages and damages are limited to the cost of the curriculum.

7. CONSIDERATION

The End User agrees to pay a one-time licensing fee of \$500 for the Program [includes 2 (two) copies of the Facilitator Guide, and the PowerPoint] in concurrence with signing this Agreement. No refunds at any time.

8. APPLICABLE LAW

This Agreement is governed by the laws of the State of New Hampshire. Parties agree to bring any actions or claims in the federal or state courts of New Hampshire.

9. ASSIGNMENT

Except as otherwise provided in this Agreement, neither party may assign any of its rights under this Agreement without the prior written consent of the non-assigning party, which may withhold its consent. The End User shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release the Company of any obligations pursuant to this Agreement.

10. WARRANTY OF FITNESS

Except as expressly set forth in this agreement, the services to be purchased under this services agreement are furnished as is, where is, with all faults and without warranty of any

kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.

11. DISCLOSURE OF RELATIONSHIP

Soteria Solutions may identify the End User in its promotional materials as a partner organization. The End User may identify and/or disclose its relationship with Soteria Solutions in promotional or other materials.

12. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the Parties and may be modified or amended only in written instrument signed by both Parties.

IN WITNESS WHEREOF, the parties agree to the terms of this Agreement by signing below.

SOTERIA SOLUTIONS

END USER

By: _____
Jennifer Scrafford
Vice President of Operations
Soteria Solutions

By: _____
Name _____
Title: _____

Date: _____

Date: _____

Please indicate point of contact and shipping address for Facilitator Guides:

Attention to

Street Address

City, State and Zip Code

Check if address is a business. Please note we cannot ship to a PO box.