

## LICENSE TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before submitting a license order. In the event a license order for your use of the Licensed Material (as defined below) is executed by The Impact Society for Children and Families in Turmoil ("**Impact Society**") and you (a "**License Order**"), these Terms and Conditions, along with the terms set out in the executed License Order (collectively referred to as the "**Agreement**"), will govern your legal relationship with Impact Society.

No agreement is formed between you and Impact Society unless and until Impact Society indicates its agreement to you by executing a License Order.

### ARTICLE I DEFINITIONS

#### 1.1 Definitions

The following terms shall have the following meanings when used in this Agreement:

- (a) "**Annual Fee**" means the amount paid by you to Impact Society as consideration for the grant of the license, as set out in the License Order.
- (b) "**Authorized Users**" means those individuals who are authorized by you to use the Licensed Material, from time to time, during the Term.
- (c) "**Best Practice**" means the process of Program delivery that Impact Society accepts as being most effective, as outlined in the document found in the MyImpact Portal.
- (d) "**Effective Date**" means the commencement date specified in the License Order.
- (e) "**Licensed Material**" means the Impact Society educational materials specified in the License Order, as accessible online through the MyImpact Portal, along with the related instructor materials, training manuals and training videos as accessible through the MyImpact Portal.
- (f) "**Licensee Content**" means all items supplied by you and your Authorized Users for inclusion in, use in association with, or uploading to the MyImpact Portal, including information, creative and other materials, documentation, programs, data, or other software files, regardless of format, documents, text, pictures, photographs, graphics, video, animation, and sound recordings.
- (g) "**Modified Material**" shall have the meaning set out in section 2.3.
- (h) "**MyImpact Portal**" means the online portal accessible at <http://myimpact.impact society.com/wp-login.php>.

- (i) "**Programs**" means lectures, seminars, sessions and classroom presentations that are based on and incorporate any element of the Licensed Material, presented or facilitated by you.
- (j) "**Term**" shall have the meaning set out in section 10.1.

## **ARTICLE II LICENSE**

- 2.1** Upon agreement being communicated by Impact Society, Impact Society grants, and you accept, subject to these Terms and Conditions and the limits set forth in the License Order, a non-exclusive, revocable, non-assignable license to use the Licensed Material during the Term, including the right to print, publish, reproduce and store digital versions of the Licensed Material up to and including the number of copies specified in the License Order, and to deliver the Programs. You may (subject to, and only to the extent of, the license rights granted to you in this section 2.1) permit your Authorized Users to use the Licensed Material for such purpose. You shall be fully responsible for your Authorized Users' compliance with this Agreement in such use.
- 2.2** Impact Society reserves the right to audit your use of the Licensed Material at any time during the Term to ensure you are complying with the terms of this Agreement.
- 2.3** Subject to section 2.4, you may supplement, abridge or modify the Licensed Material to better fit your intended delivery of the Programs and may incorporate such supplements, abridgements or modifications into the Programs (the "**Modified Material**"), provided that all right, title and interest to any Modified Material shall belong to Impact Society and you shall reproduce with such material any trade-marks, copyright and other notices, or other indicia of ownership contained in or associated with the Licensed Material.
- 2.4** Any modifications to the Licensed Material shall generally comply with the Best Practice. Impact Society reserves the right to: (i) review the Modified Material at any time during the Term; and (ii) require you to change any portions of the Modified Material that, in Impact Society's sole opinion, do not align with the Best Practice.

## **ARTICLE III ACCESS TO MYIMPACT PORTAL**

- 3.1** Subject to the terms of this Agreement, Impact Society shall provide you and your Authorized Users with access via the internet to the MyImpact Portal for the purpose of accessing the Licensed Material.
- 3.2** You acknowledge and agree that the user identification provided by Impact Society to you and any Authorized Users, granting you and your Authorized Users the ability to access, utilize or otherwise employ the Licensed Material, and the passwords selected by and used by you and your Authorized Users in conjunction with the user identifications are to be kept secret and confidential. You shall not, and shall cause your Authorized Users to not, disclose such user identifications or passwords to any other party without the express written permission of Impact Society.

## **ARTICLE IV LICENSEE CONTENT**

- 4.1** You are solely responsible for Licensee Content, as well as for the content of any communications by you or your Authorized Users involving the use of the MyImpact Portal. You or your Authorized Users are solely responsible for applying the appropriate level of access rights to Licensee Content and to communications involving the use of the MyImpact Portal. Impact Society shall not be responsible or liable for the accuracy of Licensee Content or outcomes arising from the use thereof.
- 4.2** You shall not, directly or indirectly, send, submit, post, receive or otherwise facilitate, or in any way use, or permit to be used, the MyImpact Portal to send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate. You shall comply with all applicable laws (including, but not limited to export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation) with respect to the Licensee Content.
- 4.3** You acknowledge and agree that you shall be solely responsible and liable for all uses made by you or your Authorized Users of the MyImpact Portal. Notwithstanding any other provision in this Agreement, Impact Society may terminate this Agreement, or any portion of the licenses granted herein, if it is determined that you or your Authorized Users have failed to comply with any applicable laws.

## **ARTICLE V PRICE AND PAYMENT**

- 5.1** You shall pay Impact Society the Annual Fee, or installments thereof, within thirty (30) calendar days after receipt of invoice.
- 5.2** In the event that Impact Society terminates this Agreement for convenience pursuant to section 10.3, Impact Society shall refund the prorated portion of the prepaid Annual Fee applicable to the period after the effective date of termination.
- 5.3** Subject to section 5.2, all fees paid to Impact Society are non-refundable. For greater certainty, unless Impact Society terminates this Agreement for convenience pursuant to section 10.3, Impact Society shall have no obligation to issue refunds or credits for any partial months or in connection with any downgrade, cancellation, termination or otherwise.
- 5.4** Any consulting services or in-person training services to be provided by Impact Society to you shall be agreed to in a separate agreement.
- 5.5** During the Term and after the termination or expiration of this Agreement for any reason, you shall not disclose to any third party, and shall keep strictly confidential, the amount of the Annual Fee.

**ARTICLE VI  
PROPRIETARY RIGHTS**

- 6.1** You agree that title to and ownership of the Licensed Material and any modifications made thereto and all intellectual property rights therein shall at all times remain with Impact Society. Impact Society reserves all rights to the Licensed Material that are not expressly granted in this Agreement.

**ARTICLE VII  
REPRESENTATIONS, COVENANTS AND WARRANTIES**

- 7.1** Impact Society represents, warrants and covenants that:
- (a) Impact Society has full power and authority to enter into this Agreement; and
  - (b) the execution and/or performance of this Agreement does not and will not violate or interfere with any other agreement of Impact Society.
- 7.2** You represent, warrant and covenant that:
- (a) you have full power and authority to enter into this Agreement;
  - (b) the execution and/or performance of this Agreement does not and will not violate or interfere with any other agreement of yours;
  - (c) you have not relied upon any representation or warranty of Impact Society other than those which are explicitly stated in this Agreement;
  - (d) you will comply with all applicable laws in your use of the Licensed Material and your delivery of the Programs;
  - (e) with respect to each Program, you agree to use the Licensed Material in its entirety (and not portions thereof);
  - (f) you shall be solely responsible for determining and conducting or arranging any and all police background checks, child welfare clearances or other security clearances that may be required by any governmental authority in connection with your delivery of the Programs;
  - (g) upon termination or expiration of this Agreement for any reason, you shall cease all use of the Licensed Material and the delivery and facilitation of any Programs immediately, and shall cause your Authorized Users to cease use of all of the Licensed Materials.
- 7.3** THE LICENSED MATERIAL IS PROVIDED TO YOU ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. EXCEPT AS EXPRESSLY SET OUT HEREIN, IMPACT SOCIETY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE

LICENSED MATERIALS, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF DESIGN, QUALITY, INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR PERFORMANCE AND ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT MIGHT OTHERWISE ARISE DURING THE COURSE OF DEALING, USAGE OR TRADE AND THOSE WHICH MAY BE IMPLIED BY LAW. THIS DISCLAIMER APPLIES TO MODIFIED MATERIAL REGARDLESS OF WHETHER THE MODIFIED MATERIAL HAS BEEN REVIEWED AND/OR AUTHORIZED BY IMPACT SOCIETY.

- 7.4 YOU ACKNOWLEDGE THAT IMPACT SOCIETY MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE RESULTS AND/OR OUTCOMES ASSOCIATED WITH THE USE OF THE LICENSED MATERIALS AND THE PROGRAMS. EACH AUTHORIZED USER'S RESULTS AND/OR OUTCOMES MAY VARY.

#### **ARTICLE VIII LIMITATION OF LIABILITY**

- 8.1 IN NO EVENT SHALL THE TOTAL AND CUMULATIVE LIABILITY OF IMPACT SOCIETY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO IMPACT SOCIETY HEREUNDER. THE CONSIDERATION RECEIVED BY IMPACT SOCIETY HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR IMPACT SOCIETY TO ACCEPT ANY LIABILITY OR RISKS BEYOND THAT WHICH IS EXPRESSLY PROVIDED HEREIN.
- 8.2 IMPACT SOCIETY SHALL NOT BE LIABLE HEREUNDER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

#### **ARTICLE IX INDEMNIFICATION**

- 9.1 You hereby agree to indemnify, defend and hold harmless Impact Society and its officers, employees, directors, agents, affiliates, successors and assigns from and against any and all claims, damages, liabilities, loss, government fines, costs and expenses (including reasonable attorney's fees and litigation expenses), arising out of or related to your and/or your Authorized Users' use of the Licensed Material, or any breach of this Agreement by you.

#### **ARTICLE X TERM AND TERMINATION**

- 10.1 The initial term of this Agreement shall commence on the Effective Date and continue for the term specified in the License Order (the "**Term**").

- 10.2** Each party may at its sole discretion terminate this Agreement by notice in writing to the other party if (i) the other party commits an act of bankruptcy or becomes insolvent, or has a receiver or receiver and manager or official manager appointed to its assets, or execution or distress is levied upon its assets; (ii) an order is made or a resolution is passed for winding-up or liquidation of the other party (except where any such event is only for the purpose of reconstruction or amalgamation); or (iii) the other party ceases to carry on its operations.
- 10.3** Each party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party.
- 10.4** Upon termination of this Agreement, you agree to delete all digitally-stored copies of the Licensed Material.

## **ARTICLE XI GENERAL PROVISIONS**

- 11.1 Amendments.** Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement.
- 11.2 Assignment.** You may not assign this Agreement or any of your rights or obligations under this Agreement to any person except with the prior written consent of Impact Society.
- 11.3 Interpretation.** Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular section or article of this Agreement shall be deemed to include reference to any and all subsections thereof. Despite the possibility that one party or its representatives may have prepared this Agreement, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 11.4 Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein (without regard to principles of conflicts of laws) and the parties hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Alberta.
- 11.5 Enurement.** This Agreement will enure to the benefit of the parties and their respective successors and permitted assigns.
- 11.6 Survival.** Sections 1.1, 5.5, 6.1, 7.3, 7.4, 8.1, 8.2, 9.1, 10.4, 11.4, 11.6, 11.10 and 11.11 shall survive the termination or expiry of this Agreement.
- 11.7 Independent Contractor.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

- 11.8 Severability.** If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.
- 11.9 Waivers.** No purported waiver by any party of any default by any other party of any term or provision contained herein (whether by omission, delay or otherwise) shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.
- 11.10 Further Assurances.** Each party shall promptly execute and deliver all such documents, including all such further assignments, licenses, waivers, conveyances, transfers, consents and other assurances, and do all such further acts and things, as the other party may reasonably request in order to effectively carry out or perform or better evidence the full intent and meaning of this Agreement.
- 11.11 Entire Agreement.** These License Terms and Conditions, along with the License Order executed by the parties, contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all prior communications, representations, agreements, understandings or arrangements either oral or written relating to the subject matter of this Agreement.