

LICENSE AGREEMENT

Last Updated in March 2013

PLEASE READ THIS LICENSE AGREEMENT BEFORE USING THE ACTIVE CONTINUOUS TRAINING PRODUCTS AND SERVICES OFFERED BY CAAS LLC.

This License Agreement (the “Agreement”) is between You (“You” means an individual or entity) (the “Licensee”) and CAAS LLC, a Delaware limited liability company with its principal offices at 335 Madison Ave., 9th Floor, New York, NY 10017 (“CAAS”) for Active Continuous Training (“ACT”) products and services. As used herein, “ACT” and “ACT products and services” includes the ACT Website (“ACT Website” means the home page www.activecontinuoustraining.com and all pages, links, downloads, films, graphics, text, and other materials associated with these items), films, interactive films, lesson plans, presentations, reference materials, instruction, and any other product or service offered by CAAS in conjunction with the foregoing.

By submitting a purchase order for ACT products and services and by logging into the ACT Website, you acknowledge that you have read and understand this Agreement and agree to be bound by its terms and conditions. If you do not agree to be bound by the terms and conditions of this Agreement, do not access or use ACT products and services.

License

Subject to the terms of this Agreement, CAAS hereby grants to Licensee a limited, non-assignable, non-transferable, royalty-free, and non-exclusive license to use ACT products and services during the term of this Agreement. Your use of ACT products and services shall be strictly in accordance with this Agreement and the accompanying Terms and Conditions of Use. You are responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access ACT products and services. Nothing in this Agreement grants or transfers to Licensee or to any third party any ownership rights in ACT, or any other intellectual property or rights related to ACT. Except as specifically set forth in this Agreement, CAAS owns and retains all right, title, and interest in ACT. CAAS reserves the right, at its discretion, to change, modify, add, or remove portions of this Agreement at any time. Please check the terms and conditions of this Agreement periodically for such changes. Your continued use of the Website following the posting of such changes to this Agreement will mean you accept those changes.

Payment

For access to and use of ACT, you agree to pay the amounts set forth in CAAS’s purchase order for the number of users and products/services for which you are purchasing a license. You hereby acknowledge and agree that the subscription fee is payable in accordance with the schedule outlined in the purchase order and that, upon acceptance of this Agreement, you will be charged whether or not you use ACT. You also acknowledge and agree that all refunds or

cancellations are solely within CAAS's discretion and will not be granted without the express written agreement of CAAS.

CAAS shall invoice Licensee for the agreed upon fees in accordance with the schedule outlined in the purchase order. Payment shall be due within thirty (30) days of the invoice date.

You are responsible for any applicable taxes, including personal property taxes or sales taxes, resulting from your use ACT.

Payments not paid when due shall be subject to late charges equal to the lesser of (i) one percent (1.0%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. You agree to pay all reasonable attorneys' and collection fees arising from efforts to collect any past due amounts from you.

Licensee Responsibilities

You agree to comply with the following:

- 1) Adhere to the Terms and Conditions of Use set forth on the ACT Website.
- 2) Notify CAAS promptly if you suspect unauthorized use of your account.
- 3) Provide CAAS with contact information and other requested data on Users (as used herein, "Users" shall mean those individuals whom you register to have access to ACT products and services in accordance with the purchase order and this Agreement) who are authorized to access ACT pursuant to your purchase order and this Agreement.
- 4) When notified by CAAS of an event indicating unauthorized use of ACT, you will take all reasonable measures to investigate and terminate the unauthorized use, and to inform CAAS of your findings and actions.
- 5) As a condition of your use of ACT, you warrant to CAAS that you will not use ACT for any purpose that is unlawful or prohibited by this Agreement.

Prohibited Activities

Access to ACT products and services is for your own personal use and/or the use of those Users authorized by you to access ACT products and services and may not be shared with or provided to any third party. You shall keep intact any proprietary notices, including copyright notices, contained on any downloaded materials and shall comply with any applicable end user license agreements. Any rights not expressly granted by this Agreement or any applicable end user license agreements are reserved and retained by CAAS.

You may not copy, modify, reverse engineer, or decompile ACT products or services or create derivative works based on ACT products and services. You may not distribute, rent, lease, sell, license, or otherwise transfer rights in ACT to any other person or entity or make any other commercial use of ACT. Notwithstanding the foregoing, you are authorized to copy those materials designated by CAAS as Phase III materials in order to facilitate the training of Users. In such cases, you will take all reasonable measures to ensure that such Phase III materials are not distributed to third parties, other entities, or other unauthorized users.

Website Availability

The ACT Website and ACT products and services will be accessible to you via the Internet twenty-four (24) hours a day, seven (7) days a week, except for periods of scheduled maintenance and required repairs, and except for any loss or interruption of services due to causes beyond the control of CAAS or which are not reasonably foreseeable by CAAS, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

Modifications and Changes to ACT

CAAS is constantly attempting to find ways to improve ACT products and services. Accordingly, ACT products and services are subject to change, modification, additions or deletions at any time without notice in CAAS's sole discretion.

Indemnification

You agree to indemnify, defend and hold CAAS harmless from any liability, loss, claim and expense, including reasonable attorneys fees, related to your violation or alleged violation of this Agreement.

Disclaimer

THE CONTENT IN THE ACT WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CAAS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CAAS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CONTENT WILL BE UNINTERRUPTED OR ERROR- FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER(S) THAT MAKES THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CAAS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT ON THE WEBSITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CAAS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF CAAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. IN NO EVENT SHALL CAAS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE.

Term and Termination

The term of this Agreement shall commence after (i) CAAS has received the first payment required in accordance with the purchase order, and (ii) CAAS has e-mailed you a password to access ACT.

The term shall be for one year.

This Agreement shall remain in effect until the end of its term unless earlier terminated before by either party as permitted herein. You may terminate this Agreement at any time by destroying all downloads of ACT training modules and all copies and installations thereof, whether made under this Agreement or otherwise. The privileges granted to you by this Agreement, including the license granted hereunder and the maintenance of a member account by you, terminate immediately without notice from CAAS if, in CAAS's sole discretion, you fail to comply with any provision of this Agreement. Upon termination, you must destroy all downloads of ACT training modules and all copies and installations thereof, whether made under this Agreement or otherwise. CAAS may take such further action as CAAS determines to be appropriate under the circumstances of termination to protect its rights, and CAAS shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from CAAS's exercise of its rights under this Agreement.

General Terms

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts located in New York County and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. You agree that regardless of any law or statute to the contrary, any claim or cause of action by you arising out of or relating to the ACT Website and/or ACT must be filed within one (1) year of the date the cause of action arose, or be barred as untimely. This is the entire agreement between us relating to the subject matter herein and shall not be modified except as provided herein or in writing, signed by CAAS.

To the extent that anything in or associated with the ACT Website and/or ACT is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. CAAS's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.