



LICENSE AGREEMENT



This Agreement (“Agreement”) is made between **4FREEDOM, INC., DBA: Sold No More**, (hereinafter referred to as "Licensor"), with mailing address of PO Box 68888, Oro Valley, AZ 85737, and the purchaser of the Power Over Predators curriculum, (hereinafter referred to as "Licensee"), each hereinafter referred to as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Licensor is the owner of the intellectual property, POWER OVER PREDATORS CURRICULUM (hereinafter, “Asset”);

WHEREAS, Licensee wishes to obtain a license to use Asset; and

WHEREAS, Licensor is willing to grant to the Licensee a non-exclusive, non-transferable License to use the Asset for the term and specific purpose set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

LICENSE GRANT AND LIMITATION

1. Licensor hereby grants to Licensee an exclusive, non-transferrable, non-assignable, license to use the following Asset solely for the purpose of providing sexual exploitation prevention education.
2. Except as expressly provided in this Agreement, Licensee is granted no other rights whatsoever in or to the Asset or any of Licensor’s other products, services, or intellectual property. Licensor reserves all rights and licenses not expressly granted in this Agreement.
3. Licensee agrees that, subject to the rights and licenses granted herein, Licensor is and will remain, the sole and exclusive owner of all rights, title, and interest, to Asset and any copies of Assets, whether made by, or on behalf of, Licensor or Licensee.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

4. Licensee shall not use, disclose, or make available to any third party Licensor’s confidential information, (which may include, but is not limited to Licensor’s intellectual property, information that by nature is confidential, information that is designated as confidential, or information that Licensee should reasonably know is confidential), unless such use, disclosure, or availability is done in accordance with the terms of this Agreement.
5. Licensee agrees not to disclose or communicate, in any manner, either during or after Licensee’s agreement with Licensor, proprietary information about Licensor, its operations, clientele, or any other proprietary information, that relate to the business of Licensor

including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of Licensor.

6. Licensee will work with Licensor to diligently protect the Asset and its value as intellectual property.
7. Licensee acknowledges that the above information is material and confidential and that it affects the profitability of Licensor. Licensee understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement. To the extent Licensee feels he or she needs to disclose confidential information, he or she may do so only after obtaining written authorization from an officer of the Licensor.

LICENSE USE AND COSTS

8. Pursuant to this Agreement and the License Use and Purchase Options (See Attached), Licensee will have the option of purchasing either an Individual Use License or a Multiple Use License and will be subject to the restrictions and obligations of those options.

DISCLAIMER AND LIABILITY

9. To the extent permitted by law, Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with any use of the Asset. The Asset is provided by Licensor on an "as is" basis, Licensor has not prepared or modified the Asset to meet any specific requirements, and Licensor makes no representation or warranties as to the value, use, sale, or other exploitation of the Asset by Licensor or any third parties.
10. Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Asset or any part thereof.
11. Notwithstanding anything contained in this Agreement, in no event shall Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Asset.
12. Licensee shall defend, indemnify, hold harmless, and insure Licensor from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Licensee's part, or from any breach or default of this Agreement, which is caused or occasioned by the acts of Licensee. Licensee shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

WAIVER

13. This Agreement may not be altered, modified, or amended in any way except in writing signed by both Parties. Any failure or delay by either Party to exercise any right, power, or privilege hereunder or to insist upon observance or performance by the other of the provisions of this Agreement shall not operate or be construed as a waiver thereof

TERM AND TERMINATION

14. The term of this Agreement will commence on the Effective Date and continue for one year.
15. Either Party may terminate this Agreement immediately upon delivery of written notice to the other Party specifying clearly the grounds for termination if the other Party commits a material breach of its obligations under this Agreement and fails to cure the breach within 14 days of written notice of the breach is received by the breaching Party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.
16. The rights and obligations contained in Clauses 4, 5, 6, 7, and 19 will survive termination or expiration of this Agreement.

NOTICES

17. Any notice to be given hereunder by any Party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

ATTORNEY'S FEES AND COSTS

18. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements incurred both before or after judgment in addition to any other relief to which such Party may be entitled.

MEDIATION AND ARBITRATION

19. Any controversy between the Parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either Party served on the other, be submitted first to mediation and then if still unresolved to binding arbitration in Tucson, Arizona. Said mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, as set forth in this paragraph, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

CONTAINMENT OF ENTIRE AGREEMENT

20. This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth herein.

SEVERANCE

21. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
22. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

REPRESENTATION

23. Each Party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party hereto, or anyone acting on behalf of any Party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed under, the laws of the State of: Arizona. Jurisdiction and venue for all purposes shall be in Tucson, State of Arizona.

LICENSE USE & PURCHASE OPTIONS

SINGLE USER LICENSE

- License is for one year. For an annual renewal fee of \$50, Licensor will provide downloadable updated research/statistics, PowerPoint slides, and Presenter Binder pages at least once a year.
- Only the purchaser of the individual license (“Licensee”) may use Sold No More’s (“Licensor”) POP curriculum including printed and digital resources. License agreement must be signed at time of purchase and emailed to info@SoldNoMore.org.
 - POP curriculum may not be duplicated in part or in whole, bundled with anything sold or given away.
- Prior to using POP curriculum, Licensee must become a Certified Presenter, by:
 - completing online or in-person training from a certified presenter
 - completing the certification process, including a background check
- POP curriculum (including printed and digital resources), may not be altered in any way, other than changes made by Licensor at the request of the Licensee.
 - For additional fees, Licensor may modify the POP curriculum to reflect Licensee’s local information, statistics and stories, and add organizational identifiers/logos.

MULTIPLE USE LICENSE (Purchased in sets of five)

- License is for one year. For an annual renewal fee of \$100 per set of five, Licensor will provide downloadable updated research/statistics, PowerPoint slides, and Presenter Binder pages at least once a year.
 - Licensee may pay the annual renewal fee himself/herself or collect \$20 from each person to whom the curriculum has been provided.
- Licensee may provide the POP curriculum, training and resources to four other persons. License Agreement must be signed at time of purchase and emailed to info@SoldNoMore.org.
 - Licensee may provide the curriculum package for free or sold for up to \$160 per person to four other persons/Licensees. Those additional persons will not have their own user ID or password for accessing POP materials online.
 - License Agreement must be signed by each person to whom Licensee provides a copy of the curriculum package. A digital copy of that signed License Agreement must be emailed to info@SoldNoMore.org.
 - POP curriculum cannot be bundled with anything sold or given away to anyone other than additional presenters utilizing Licensee’s multiple use license.
- Prior to using POP curriculum, each Licensee must become a Certified Presenter, by:
 - completing online or in-person training from a certified presenter
 - completing the certification process, including a background check

- POP curriculum (including printed and digital resources) may not be altered in any way, other than changes made by Licensor at the request of the Licensee.
 - For additional fees, Licensor may modify the POP curriculum to reflect Licensee's local information, statistics and stories, and add organizational identifiers/logos.
- Once certified as a POP Presenter, Licensee may train and certify additional presenters (up to the number of curricula purchased) and provide them with the POP curriculum.
 - Licensee must provide documentation of presenters having met the requirements for Certified Presenters, including providing digital copies of their signed License Agreements to: info@SoldNoMore.org.
 - Licensee may make the POP curriculum and training available to their Certified Presenters at no cost or charge up to \$160 per presenter.
 - Although the Licensee is responsible for paying the total annual multiple use licensing renewal fee, Licensee may collect \$20 from each of their Certified Presenters to cover that fee.