

NILD EDUCATIONAL THERAPY®
LICENSE AGREEMENT - PCET (PROFESSIONALLY CERTIFIED EDUCATIONAL THERAPIST)

1. DEFINITIONS

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

- 1.1 “NILD” means the National Institute for Learning Development, Inc., a not-for-profit corporation.
- 1.2 “You” and “Your” means the Licensee and the party(ies) executing this Agreement.
- 1.3 “NILD Educational Therapy®” means NILD’s systematic approach to educational therapy for those with learning difficulties, as well as NILD’s direct provision of such services to students with learning difficulties.
- 1.4 “Licensed Materials” shall mean the materials used in NILD Educational Therapy®, including, without limitation, the NILD course manuals and corresponding methodology.
- 1.5 “Licensee” means an individual who has applied for and been awarded NILD certification, continues to satisfy NILD’s certification requirements, including, without limitation, any additional requirements that may be imposed by NILD after initial certification, has signed this Agreement, and has been formally authorized by NILD to provide NILD Educational Therapy® as shown by NILD’s execution of this Agreement.

2. USE OF LICENSED MATERIALS

2.1 Conduct of Business

You agree (i) to conduct business at all times in a manner that reflects favorably on the NILD Educational Therapy® program, and the goodwill and reputation of NILD; (ii) to not engage in deceptive, misleading or unethical practices; (iii) to refrain from making any representations, warranties, or guarantees to customers, students, or any other party that are inconsistent with any policies or representations of NILD; and (iv) to comply with all applicable law. Without limiting the above, You agree to not misrepresent Your authorization status or Your level of related skill and knowledge.

2.2 Ownership

This Agreement does not transfer title to or ownership of the Licensed Material to You. NILD retains all title and ownership of all intellectual property rights in the Licensed Materials, the NILD Educational Therapy® program, the NILD trademark and logo, and all related materials. NILD does not transfer any portion of such title and ownership, and this Agreement does not grant You any right or license except as expressly provided. All Licensed Materials are protected by U.S. Copyright law, the Berne Convention for the Protection of Literary and Artistic Works, and other international treaties, conventions, or agreements.

3. AUTHORIZATION AND LICENSE

- 3.1 The parties agree that You must first meet all the requirements of a Licensee, including NILD’s execution of this Agreement, before You are authorized to use the Licensed Materials described herein.

- 3.2 You acknowledge and agree that NILD may revise or supplement any of its authorization requirements and that Your failure to satisfy any such requirements will result in the loss of Your certification and Your authorization to provide NILD Educational Therapy®, including, without limitation, the termination of Your license to use the Licensed Materials.
- 3.3 You agree that You will provide NILD Educational Therapy® using only the current versions of the Licensed Materials that have been made available to You by NILD. You agree to carry out NILD Educational Therapy® in accordance with the relevant portions of the Licensed Materials and the instruction given.
- 3.4 NILD grants You a personal, nonexclusive, non-transferable, non-assignable, non-sublicenseable, revocable limited license to use the Licensed Materials for the purpose of providing NILD Educational Therapy® and to use the NILD Professionally Certified Educational Therapist (PCET) designation during the term of this Agreement to promote Your provision of NILD Educational Therapy®. Via formal training and informal support, NILD will disclose to You information necessary for You to use and perform NILD Educational Therapy®. With the exception of the Appendix sections in the NILD course manuals, You are not permitted to copy, sell, re-publish, or otherwise distribute the Licensed Materials in any form. NILD reserves all rights not expressly granted herein. This license is limited to local, in-person individual or group therapy and does not extend to broadcast (e.g., radio, television, internet) or recorded (e.g., magnetic, optical or other media) performance.
- 3.5 This Agreement will expire annually on September 30th and must be renewed annually for You to continue to provide NILD Educational Therapy® or use the Licensed Materials or the NILD PCET designation. NILD may terminate this Agreement and/or revoke Your authorization to provide NILD Educational Therapy® and Your license to use the Licensed Materials and/or the NILD PCET designation if it discovers that You have breached this Agreement in any respect.
- 3.6 NILD shall retain the right to revise the Licensed Materials.

4. NO RIGHT TO SUB-LICENSE OTHERS OR TO ASSIGN THIS AGREEMENT

You shall not sub-license or transfer the Licensed Materials to any other person. You shall not train any other person in NILD Educational Therapy® or share the Licensed Materials with them, except as permitted in Section 3.4.

5. CONFIDENTIAL INFORMATION

- 5.1 You agree to retain in confidence the terms of this Agreement and all confidential or proprietary information, technology, materials and know-how of NILD disclosed to or acquired by the You pursuant to or in connection with this Agreement that either is designated as confidential and/or proprietary or that reasonably should be understood to be confidential and/or proprietary given the nature of the information and/or the circumstances surrounding its disclosure ("Confidential Information"). You expressly acknowledge and agree that Confidential Information includes the Licensed Materials. In connection with the foregoing, You shall not use any Confidential Information with respect for any purpose other than as necessary to provide NILD Educational Therapy® as a Licensee.
- 5.2 Upon request of NILD, You shall return to NILD or certify Your destruction of all materials, in any medium, that contain or reveal all or any part of any Confidential Information.

6. DISCLAIMER AND LIMITATION OF LIABILITY

- 6.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, NILD DISCLAIMS ANY AND ALL WARRANTIES IN THE LICENSED MATERIALS AND THE NILD EDUCATIONAL THERAPY®, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LICENSED MATERIALS ARE PROVIDED AS IS, WITH NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED.
- 6.2 NILD'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT, IS LIMITED TO THE AMOUNT YOU PAID WITHIN THE APPLICABLE TERM FOR PERMISSION TO USE THE LICENSED MATERIALS. IN NO EVENT SHALL NILD OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE UNDER ANY LEGAL THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT.

7. INDEMNITY

You agree to indemnify and hold NILD harmless against any and all liability, claims, damage, losses and expenses (including reasonable attorney's fees and costs) arising out of or related to (i) Your breach of this Agreement, (ii) Your provision of NILD Educational Therapy® or any other therapy or instruction that You may provide; (iii) Your use of Licensed Materials in any manner; (iv) any personal injury, product liability, or other claim arising from the promotion and/or provision of Your educational services; and (v) Your failure to comply with any applicable laws and regulations. The foregoing includes, but is not limited to such claims made against NILD by persons who receive instruction or NILD Educational Therapy® from You. In no event may You enter into any third party agreements which would in any manner whatsoever affect the rights of, or bind NILD, without the prior written consent of NILD.

8. MISCELLANEOUS

- 8.1 Sections 2.2, 5, 6, 7 and 8 shall survive the termination of the Agreement. Upon the expiration or termination of this Agreement for any reason, You must immediately return all Licensed Materials to NILD. Upon expiration or termination of this Agreement, all rights granted under the Agreement will immediately and automatically revert to NILD.
- 8.2 The parties shall be independent contractors in all respects; this Agreement and the relationship established hereby does not constitute a partnership, joint venture, franchise, agency, or contract of employment between them.
- 8.3 This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to any principles of conflict of laws. Each party hereby irrevocably consents to the exclusive jurisdiction of any state or federal court sitting in Norfolk, Virginia with respect to any dispute arising out of this Agreement and hereby waives any objection to venue or *forum non conveniens*. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 8.4 Except as otherwise expressly set forth in this Agreement, a party's remedies set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which shall be deemed as waived by virtue of a party's exercise of any other remedy. You acknowledge and agree that any unauthorized use or disclosure

of the Confidential Information, any provision of NILD Educational Therapy® or use of the Licensed Materials or the NILD PCET designation in breach of this Agreement would cause NILD irreparable harm that would not be adequately compensated by monetary damages; accordingly, in addition to any other remedies available to NILD at law or in equity, NILD will be entitled to injunctive or other equitable relief to prevent any actual or threatened unauthorized use or disclosure of its Confidential Information or provision of NILD Educational Therapy® or use of the Licensed Materials or the NILD PCET designation in breach of this Agreement.

- 8.5 If any term or condition hereof is held to be unenforceable by a court of competent jurisdiction, then the unenforceability of that provision shall not affect the enforceability of the remaining provisions hereof which shall remain in full force and effect and shall be enforceable as if the offending provision had not been included in this Agreement.
- 8.6 This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings with respect thereto.

RETURN WHITE COPY TO NILD