Circle of Security® Publication License Agreement

This License Agreement (“**Agreement**”) is entered into as of DATE by and between Cooper, Hoffman, Powell LLC (“**Licensor**”), with a principle place of business at 25 W Main STE 440; Spokane, Washington, 99201; USA and FULL NAME AND ADDRESS (“**Licensee**”).

1. **Delivery.** Licensee may use the following Circle of Security Graphics listed below (the “**Materials**”) in the publication: FULL PUBLICATION INFORMATION, s*ubject* to the terms and conditions of this Agreement. The graphics will be sent to WHO WILL BE PLACING THE GRAPHICS **and must be used in its entirety without any changes except font size.** For purposes of this Agreement, the Materials are as follows:
2. List the specific graphic(s) to be included in the publication
3. **License Grant.** Subject to all terms of this Agreement, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable right to use the specified ***Circle of Security Graphics***, solely in the publication listed in Section 1 above***.*** No materials from COS can be used in any other publication without written consent from Circle of Security International.
4. **Reservation; Limitations.** The Materials are owned solely by Licensor and protected by copyright and other intellectual property laws and treaties. Licensor retains all rights in the Materials, except for the rights expressly granted and does not grant Licensee any other licenses or intellectual property rights. Without limiting the foregoing, Licensee must not (without Licensor’s express, prior, written consent): (a) copy, modify, rent, lease, lend, or otherwise transfer the Materials or any rights in the Materials; (b) use the “Circle of Security” on the cover or title page of the book or in any synopsis of the book; (c) use the name Circle of Security in promotional materials or advertising; (d) claim that using the Circle of Security graphic in any way makes the book or other materials in the book evidence-based because of the research completed on the Circle of Security; or (e) otherwise use “Circle of Security” or the Materials in a manner that suggests endorsement, affiliation, or a connection with Licensor.
5. **TERM AND TERMINATION.**
   1. ***Term*.** The term of this Agreement (“**Term**”) commences on DATE and continues in perpetuity unless terminated according to the provisions of this Agreement.
   2. ***Termination*.**  Licensee may terminate this Agreement at any time by returning all copies of the Materials. In addition, either party may terminate this Agreement immediately on notice at any time if the other party is in material breach of this Agreement and has failed to cure that breach within 30 days after notice. Upon termination of this Agreement, Licensee will return to Licensor all copies of the Materials that are in Licensee’s possession or control. Neither party will be liable to the other for damages resulting solely from terminating this Agreement in accordance with its terms.
6. **Warranty Disclaimer; Exclusion of Certain Damages.**
   1. ***Warranty Disclaimers.*** Licensor makes no warranties of any kind (express, implied, or otherwise), including implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, with respect to its performance or any Materials or services provided to Licensee in relation to this agreement, and the entire risk as to Licensor’s performance and any such materials and services is assumed by Licensee. Without limiting the foregoing, Licensor makes no representations or warranties as to the accuracy, completeness, or quality of the Materials, and Licensee’s use thereof and reliance thereon is at Licensee’s sole risk.
   2. ***Exclusion of Certain Damages.*** Neither party will be liable for any indirect, consequential, special, incidental, or punitive damages related to this agreement, even if such party has been advised of the possibility of such damages in advance and even if any remedy fails of its essential purpose, regardless of the form of action and regardless of the legal theory on which liability is predicated. This does not apply, however, to Licensee’s infringement or misappropriation of Licensor’s intellectual property or other proprietary rights or Licensee’s gross negligence or willful misconduct.
7. **General.**
   1. ***Governing Law; Venue*.** This Agreement shall be governed by the laws of the State of Washington without regard to its choice of law provisions. Licensee hereby consents to jurisdiction and venue in the federal courts sitting in Spokane County, Washington, and waives any argument of forum *non conveniens* in connection therewith. In the event either party to this Agreement is required to, or does maintain or defend any claim or cause of action against the other arising out of or relating to this Agreement, then the prevailing party shall be entitled to recover from the other all reasonable attorneys’ fees incurred therein, in addition to reasonable costs and expenses.
   2. ***Miscellaneous*.** Licensee may not assign this Agreement without Licensor’s consent (and any attempted assignment without consent is void). To be effective, a waiver of any breach of this Agreement must be in a writing that refers to a particular breach, and will waive liability only for that breach. Each party will pay all of its own costs to perform, except if otherwise stated in this Agreement. All rights and remedies under this Agreement are cumulative. This Agreement may be executed in counterparts and by fax. In performing this Agreement, each party will comply with all applicable laws. The parties are independent contractors, and this Agreement does not create any other relationship (e.g., no partnership or agency is formed).
   3. ***Equitable Relief.*** The parties acknowledge and agree that any breach of the terms of this Agreement would give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly the parties agree that, in addition to any other remedies that may be available, each shall be entitled to enforce the terms of this Agreement by seeking a decree of specific performance or temporary or preliminary injunctive relief in any court having jurisdiction thereof. Such courts shall have authority to, among other things, grant temporary or provisional injunctive relief in order to protect Licensor’s rights under this Agreement.
   4. ***Survival*.** Sections 3, 4, 5 and 6 herein shall survive termination of the Agreement.
   5. ***Entire Agreement*.** This is the entire agreement between Licensor and Licensee concerning the Materials, and it supersedes any prior and contemporaneous communications, and any prior agreements, written or oral, concerning that subject matter. This Agreement cannot be amended except by a writing (not including electronic mail) dated after the Effective Date and manually signed on behalf of all parties by their respective duly authorized representatives.

[*Signature page follows*]

Circle of Security® Publication License Agreement

**Signature Page**

The parties have formed this Agreement as of the Effective Date.

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| **Cooper, HOFFMAN & pOWELL llC** |  | **Licensee** |
| By: (Sign) |  | By: (Sign) |
| Name: (Print) |  | Name |
| Title: |  | Title: |
| Date of Signing: |  | Date of Signing: |