

TRAINING AGREEMENT

This agreement (this “Agreement”) is made this **28th** day of **May 2024** by and between Grafton School, Inc. DBA Grafton Integrated Health Network (“GRAFTON”) with its principal office at 3150 Shawnee Dr. Winchester, VA 22601, and Caldwell School District #132 (“CALDWELL SCHOOLS”) with its principal office at 1502 Filmore Street, Caldwell ID 83605.

WHEREAS, CALDWELL SCHOOLS in order to provide a crisis intervention system to its employees, finds it desirable to enter into this Agreement with GRAFTON to acquire training for certain employees of CALDWELL SCHOOLS through participation in GRAFTON’s proprietary course “Ukeru®: The “Least Resistance” Approach to Crisis Management”.

NOW, THEREFORE, CALDWELL SCHOOLS and GRAFTON agree as follows:

1. GRAFTON will provide training in GRAFTON’s course (the “Course”) entitled “Ukeru®: The “Least Resistance” Approach to Crisis Management” to **2** participants for Ukeru Train-the-Trainer initial certification of CALDWELL SCHOOLS who have been designated by CALDWELL SCHOOLS. The training will be held on **July 24-25, 2024** at **Dennis Technical Education Center - 3324 South Milwaukee Lane, Suite 110, Boise ID 83709**. GRAFTON may exclude from training individuals who are disruptive and all individuals shall comply with the reasonable instructions issued by the trainer for the Course. GRAFTON may, as a condition to an individual’s participation in the Course, require the individual execute a waiver in a form acceptable to GRAFTON acknowledging the risks associated with participation in the Course and waiving and releasing GRAFTON from claims relating to participation in the Course, and other terms consistent with this Agreement.
2. The training will be designed as a train-the-trainer Course. Once the training is complete, the GRAFTON instructor will review results. Those trainees who have demonstrated satisfactory progress (as determined in the sole discretion of GRAFTON) will then be issued a certificate of completion. The certificate of completion will allow the individual named in the certificate (the “Individual Licensee”) to train other CALDWELL SCHOOLS employees only for an exclusive period of one year. The certification must be renewed annually to be considered Ukeru Certified™ and perform authorized training. CALDWELL SCHOOLS agrees: (i) any additional CALDWELL SCHOOLS trainers must receive training through GRAFTON, (ii) CALDWELL SCHOOLS cannot train other CALDWELL SCHOOLS employees as trainers, (iii) CALDWELL SCHOOLS and the Individual Licensee may not train any individual other than an employee of CALDWELL SCHOOLS, and (iv) all rights of the Individual Licensee to train others and hold themselves out as Ukeru Certified™ will terminate upon the earlier of (a) termination of this Agreement, (b) expiration of the Individual Licensee’s certification, or (c) termination of the Individual Licensee’s employment with CALDWELL SCHOOLS.
3. CALDWELL SCHOOLS shall maintain workers compensation insurance for all individuals participating in the Course. CALDWELL SCHOOLS and all participants waive any claims against GRAFTON relating to injuries or property damage resulting from participation in the Course. In no event shall any such participants be considered employees of GRAFTON or entitled to any wages or other employee benefits from GRAFTON.
4. CALDWELL SCHOOLS shall pay GRAFTON a fee of \$895 per participant for the train-the-trainer initial certification, plus travel expenses. An invoice will be sent to CALDWELL

SCHOOLS following the date of the Course and CALDWELL SCHOOLS agrees to pay such invoice within 30 days. Any blocking pads, shields, equipment, or other accessories (the "Equipment") and associated shipping expenses ordered or requested from GRAFTON by CALDWELL SCHOOLS will be paid by CALDWELL SCHOOLS according to a separate invoice provided by GRAFTON. The Equipment is protected by one or more patents (ukerusystems.com/patents). CALDWELL SCHOOLS agrees to pay for the Equipment and associated expenses when invoiced. CALDWELL SCHOOLS agrees and acknowledges that utilization of the Equipment is subject to the license of this Agreement. CALDWELL SCHOOLS has no rights to use the Equipment upon termination of this Agreement or if employees of CALDWELL SCHOOLS are not Ukeru Certified™.

5. In the event of any breach of this Agreement by CALDWELL SCHOOLS, GRAFTON may terminate this Agreement upon notice. All licenses described in this Agreement shall commence on completion of the Course and all such licenses and rights of CALDWELL SCHOOLS and the Individual Licensees shall automatically terminate upon termination of this Agreement.

6. CALDWELL SCHOOLS acknowledges and agrees all Course materials, information, techniques, Equipment, and other data and know-how purchased or provided by GRAFTON and/or gained through the Course or in any way derivative thereof constitute Intellectual Property of GRAFTON. GRAFTON retains all Intellectual Property Rights (as defined below), and the Intellectual Property of GRAFTON is licensed, not sold. GRAFTON grants CALDWELL SCHOOLS a non-exclusive, non-transferable, non-sub licensable right to use the Intellectual Property solely for internal business purposes of CALDWELL SCHOOLS for purposes of having the Individual Licensees train employees of CALDWELL SCHOOLS in the use of the techniques demonstrated in the Course. CALDWELL SCHOOLS may make a reasonable number of copies of the materials provided in the Course as necessary for the Individual Licensees to train employees of CALDWELL SCHOOLS in the use of the techniques demonstrated in the Course, provided CALDWELL SCHOOLS reproduces all copyright and trademark notices and other legends of ownership on each copy, or partial copy, and makes no modifications without the prior written approval of GRAFTON. This Agreement applies to each copy CALDWELL SCHOOLS makes. "Intellectual Property Rights" means patent, trademark, copyright, trade secret, common law rights, and any other intellectual and intangible property rights, including but not limited to all registrations and applications for such rights, and all continuations, continuations in part, divisional applications, and renewals of any of the foregoing. CALDWELL SCHOOLS agrees to use GRAFTON trademarks, including, but not limited to, "Ukeru Certified", "Ukeru Shield", "Ukeru Pad", "Ukeru Champion", "#StartsWithU", "The Grafton Method", "Ukeru logo", "Comfort vs. Control", "Grafton Integrated Health Network", "GIHN", "Grafton", and Ukeru" in accordance with the Ukeru Communications Toolkit provided to CALDWELL SCHOOLS.

7. Except as expressly stated herein, this Agreement does not constitute a transfer or assignment with respect to any Intellectual Property Rights. No other licenses or rights (including licenses or rights under patents, trademarks, copyrights, or common law rights) are granted either directly, by implication, or otherwise. GRAFTON retains all its Intellectual Property Rights, whether specifically recognized or perfected. CALDWELL SCHOOLS shall not: (i) remove any product identification or proprietary rights notices from Intellectual Property; (ii) resell, sublicense, rent, lease, lend, distribute, transfer or otherwise provide access to the Intellectual Property; (iii) modify or create derivative works from the Intellectual Property; (iv) use the Intellectual Property outside this Agreement or with other training services, systems, processes, or methodologies; or (v) use, disseminated, disclose or copy the Intellectual Property except as

expressly provided by this Agreement. CALDWELL SCHOOLS shall ensure anyone who uses the Intellectual Property does so only on CALDWELL SCHOOLS's behalf and complies with the terms of this Agreement and CALDWELL SCHOOLS shall not permit or facilitate any other person or entity from taking any actions which CALDWELL SCHOOLS is prohibited from taking pursuant to this Agreement. The Course, ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed or provided by GRAFTON, and/or obtained in connection with the Course shall all be considered Intellectual Property of GRAFTON. Further, all suggestions, improvements, recommendations, modifications, ideas and similar information and concepts developed by CALDWELL SCHOOLS and/or any Individual Licensees and/or other CALDWELL SCHOOLS employees shall be the sole property of GRAFTON, and CALDWELL SCHOOLS shall execute any documentation requested by GRAFTON to document such ownership and rights of GRAFTON. The Intellectual Property of Grafton is Confidential Information. CALDWELL SCHOOLS agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence by CALDWELL SCHOOLS and CALDWELL SCHOOLS's employees and not disclosed to any third party any Confidential Information except as approved in writing in advance by GRAFTON. CALDWELL SCHOOLS shall immediately notify Grafton upon discovery of any loss or unauthorized disclosure of the Confidential Information.

8. Upon termination of this Agreement, CALDWELL SCHOOLS shall return to GRAFTON all materials containing GRAFTON's Intellectual Property and shall retain no copies thereof. Upon reasonable notice, GRAFTON may verify CALDWELL SCHOOLS's compliance with this Agreement, including, without limitation, this Section 8. Such verification will be conducted in a manner to avoid unreasonable disruption to CALDWELL SCHOOLS's business, and may be conducted on CALDWELL SCHOOLS's premises, during normal business hours. CALDWELL SCHOOLS agrees to cooperate with all requests of GRAFTON relating to verification of compliance with this Agreement. This section 8 shall survive termination of this Agreement.

9. THE COURSE AND ALL INTELLECTUAL PROPERTY PROVIDED BY GRAFTON IS PROVIDED AS IS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT.

10. Neither Party shall be liable to the other or any third party for any special, incidental, punitive, indirect, or consequential damages of any nature arising in connection with this Agreement, even if such Party has been advised of the possibility of such loss or damages. Each Party's aggregate liability pursuant to this Agreement shall be limited to the amounts received by GRAFTON pursuant to this Agreement.

11. Each Party to this Agreement shall defend, indemnify and hold harmless the other Party, including Parent Corporation, Subsidiaries and Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement, or (c) Claims by the agents and/or employees (including, without limitation, all participants in the Course) of each Party relating to employee benefits of any nature and/or claims

relating to injuries sustained during participation in the Course. This obligation shall survive termination of this Agreement.

12. All notices required under this Agreement shall be in writing. Notices shall be effective upon delivery. CALDWELL SCHOOLS may not assign this Agreement, in whole or in part, without the prior written consent of GRAFTON. This Agreement shall be governed by the laws of the Commonwealth of Virginia. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation by the American Arbitration Association. Any controversy or claim arising from or relating to this Agreement or the breach thereof that cannot be settled by negotiation and mediation shall be settled by arbitration, administered by the American Arbitration Association according to the terms of this Agreement with judgment on the award thereof entered in any court having jurisdiction thereof. This Agreement is solely for the benefit of GRAFTON and CALDWELL SCHOOLS and shall be enforceable solely by GRAFTON and CALDWELL SCHOOLS.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof as both had the opportunity to seek independent legal counsel and read and understand the terms and provisions of this agreement.

IN WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

Caldwell School District #132

Grafton School, Inc. DBA Grafton
Integrated Health Network

By: _____

By: _____

Its: _____

Its: _____