

END USER AGREEMENT

I. Introduction.

Please read this End User Agreement (“EUA”) carefully before using the Services (as defined below).

a. Binding Agreement. This EUA, which incorporates by reference our Privacy Policy, constitutes a binding agreement between Carey Group Publishing, LLC (the “Carey Group,” “we,” or “us”) and you. “You” and “users” mean all visitors to our websites cgptools.com and careygrouppublishing.com (individually, “Website” and, together “Websites”), which are copyrighted works belonging to us, and users of the Services including super agency administrators (“SAAs”), agency administrators (“AAs”), staff users (“SU”), offenders/client users (“CUs”) and any governmental or non-governmental entity or organization (collectively “Organization”) for whom any SAA, AA or SU works to service the needs of a CU (see “Description of Users” below). You accept and agree to comply with this EUA each time you access the Websites or use any of the Services. If you do not accept this EUA, you must not use access the Websites or use the Services. If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access the Websites and use the Services. BY LOGGING INTO OUR WEBSITES, YOU ARE CONFIRMING THAT YOU WILL COMPLY WITH THIS EUA and you represent that you have the authority and capacity to enter into this EUA. YOU SHOULD BE AT LEAST 18 YEARS OF AGE TO ACCESS THE WEBSITES (EXCEPT IN THE CASE OF ANY CU BETWEEN THE AGES OF 15 AND 17 YEARS OLD WHO MAY ACCESS cgptools.com). IF YOU DISAGREE WITH ANY PROVISIONS HEREOF, DO NOT LOG INTO AND/OR USE THE WEBSITES.

b. Revisions to EUA. This EUA is a legally binding contract. It may change as our business changes, and you agree that you will review it and any updates regularly. We may revise this EUA at any time by posting an updated version to the Websites (which may include a notice of such revision). We may also provide you with prior notice of any material changes to this EUA by sending such notice to your e-mail associated with your account. You should visit this page periodically to review the most current EUA, because you are bound by it. Your continued use of the Services after a change to this EUA means you accept any such change and constitutes your binding acceptance of this EUA.

II. The Services.

The “Services” means, collectively, the Tools on Devices (“TOD”) workbooks and related materials located on our Websites including (a) the electronic Carey Guides (the “Guides”), the Brief Intervention Tools (“BITS”) and any related workbooks or materials including the “digital library” versions of the aforementioned materials (“Digital Library”) and (b) our proprietary web application and administrative console accessible through the Websites. You will use the Services via your desktop computer, mobile phone or other wireless device running iOS or Android operating system (individually, “Device” and, collectively, “Devices”). Your internet provider and/or mobile carrier’s normal messaging, data, and other rates and fees will apply to

your use of the Services. In addition, using the Services may be prohibited or restricted by your mobile carrier and/or internet provider, and not all Services may work with all carriers, providers or Devices. Therefore, you are solely responsible for checking with your internet provider and/or mobile carrier to determine if the Services are available for your Devices, what restrictions, if any, may be applicable to your use of the Services, and how much they will cost you.

Description of Users. Agencies that purchase a license or licenses to access the Digital Library will have two types of users: An AA and a SU. AAs are responsible for creating new SU accounts, assigning licenses, and tracking the use of the Guides (as defined below) within their agency. SUs have access to the Guides, but do not have the ability to create or maintain other SU accounts.

Agencies that purchase TOD licenses will have three types of users: AAs, SUs and CUs. AAs are responsible for creating new SU accounts, assigning licenses, and tracking the use of the products within their agency. Each agency is permitted to have up to two AAs.

SUs have access to the products for which they have licenses. They also have the ability to create and manage CU accounts and to assign, track and review client tools.

CUs can access, complete, and submit assigned Carey Group Publishing tools from their smartphones, tablets, and personal computers; tools are presented as “fillable forms” on these devices.

Support. We (a) agrees to provide you with e-mail and telephone support in connection with your use of the Services, so long as the Services and your account remain active (“Support”) and (b) shall use commercially reasonable efforts to respond to any Support inquiries from you within one business day of its receipt thereof. All Support inquiries should be directed to support@careygrouppublishing.com.

III. Eligibility to Use the Service.

a. Children. No part of the Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER.

b. Representative of an Organization. If you use the Services in connection with your relationship with your Organization, you represent and warrant that you are an employee, contractor or other individual associated with that Organization who has agreed to comply with this EUA and that you are authorized to enter into this EUA and use the Services.

IV. Your Account

a. Your Log-In Credentials. To use the Services, you will provide to us and confirm your log-in credentials including an email address, phone number, username and password in connection

with your account (“Account Information”). All Account Information is subject to our Privacy Policy.

You represent and warrant that the information you provide to us in connection with subscribing to our Services and at all other times in connection with your use of the Services will be true, accurate, current, and complete.

Your account is personal to you, and you may not share your Account Information with, or allow access to your account by, any third party. You will be responsible for all activity that occurs under your access credentials. You agree to use reasonable efforts to prevent unauthorized access to or use of the Services and to preserve the confidentiality of your Account Information, and any Device that you use to access the Services.

b. You agree to notify us immediately of any breach in secrecy of your Account Information. If you have any reason to believe that your Account Information has been compromised or that your account has been accessed by a third party, you agree to immediately notify us by e-mail at support@careygrouppublishing.com. You will be solely responsible for the losses incurred by us or others due to any unauthorized use of your account resulting from your failure to comply with any of the terms of this EUA.

V. Communications

a. We may communicate with you by email or through the Website and/or Services. You may request that we provide notice of security breaches in writing.

b. You agree to receive email from us at the email address you provided to us for customer service-related purposes, and to notify you of new materials or services to be offered as part of the Services.

c. Electronic Notices. By using the Services or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Services. If we learn of a security system’s breach, we may attempt to notify you electronically by posting a notice on the Website or through the Services, or sending an email to you. You hereby (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically will satisfy any legal obligation that such communication be a hard copy writing and, to the extent you are legally able to waive rights to receive such hard copy writing, you hereby waive such rights. However, should you be unable to waive such rights, or should you wish to withdraw your consent from receiving any electronic notices with respect to security breaches, you are entitled to receive free written notice of a security breach by writing to us at support@careygrouppublishing.com.

VI. Content Ownership and Use

a. The contents of the Services and Websites include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other content (collectively, “Content”). All Content and the compilation (meaning the collection, arrangement, and assembly) of all Content are the property of the Carey Group and are protected under copyright, trademark, trade secret and other laws. You agree that this EUA does not give you any rights, title or interest in or to any intellectual property rights, except for the limited access and use rights expressly provided for herein.

b. Authorization to Use the Services. We authorize you, subject to this EUA, to access and use the Websites, our Services and all of our Content (A) in the case of SAAs, AAs and SUs, solely for the purpose of serving the needs of the CUs as determined by your Organization’s guidelines and/or directions, and (B) in the case of CUs, solely to assist the SAAs, AAs and SUs to fulfill their obligations to serve your needs as described in clause (A) of this sentence. Any other use is expressly prohibited. This authorization is revocable at any time without notice if (i) you violate any of the terms of this EUA or (ii) in the case of an Organization, the Organization fails to pay any required renewal fees for any of the Services, as applicable. Unauthorized use of the Content may violate copyright, trademark, and applicable communications or privacy regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Content on any copy you make of the Content (and you agree that any such copy shall be made in strict compliance with the requirements of this EUA).

c. The Carey Guides. For both the paper and electronic versions of the Carey Guides (together, the “Guides”), Organizations that have purchased these materials are permitted to make an unlimited number of printed copies of the *actual tools* (i.e., the worksheets and the instructions for SUs). In addition, Organizations are permitted to share copies of these tools with their staff who are users hereunder. However, the license we are granting to you hereunder in using the Carey Guides **strictly prohibits** the following:

- Copying any parts of the Guides other than the tools.
- Scanning any part of the Guides, including the tools.
- Storing scanned versions of the Guides on any computer in any fashion other than our Digital Library (for use by electronic version license holders).
- Giving (or giving access to) the Guides or Guide tools to anyone outside of your Organization.

Regarding Guide tools that have been filled out by CUs, you are permitted to photocopy or scan them to retain them in your records for future reference.

d. The BITS. You are hereby prohibited from photocopying or scanning either the paper version or the electronic version of the BITS. For users of the paper version of the BITS, refill pads can be purchased when a BITS toolpad is depleted. For electronic version users, you are permitted to print an unlimited quantity of tools. However, the license we are granting to you hereunder in using the BITS **strictly prohibits** the following:

- Scanning the BITS tools.

- Giving (or giving access to) the BITS to anyone outside of your Organization.

With respect to BITS tools, once they have been filled out by offenders/CUs, you *are* permitted to photocopy or scan them to retain in your files or records for future reference.

c. Our Marks. “4:1 Behavior Management System®” is a trademark of the Carey Group. Without our prior written permission, and except as solely enabled by any link provided by us, you agree not to display or use in any manner such trademark. All other trademarks, logos and service marks displayed on our Websites are our property or the property of third parties. You are not permitted to use these marks or logos without our prior written consent or, if applicable, the consent of any such third party.

d. Your Content. Any data, media, messages and content that you make available through the Services or otherwise to us, and any other data, materials, or content that the Websites or Services collect from you (“Your Content”), will be owned by your Organization or, in the case of CUs, by the Organization servicing you. With respect to SAAs, AAs and SUs, your Organization has granted to us, during the term of use of the Services by you and your Organization, a limited, royalty-free, non-exclusive and non-transferable license to use, copy, reformat, create derivative works of, display, disclose and distribute Your Content for the purposes of providing and improving the Services and exercising our rights or performing our obligations in connection therewith.

VII. Suggestions and Submissions

We appreciate hearing from our users and welcome your comments regarding the Services. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials (collectively, “Feedback”):

- a. you hereby grant to us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free and unlimited license to use the Feedback, whether written or oral, in any manner whatsoever;
- b. we will not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and
- c. we will be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

VIII. Limitations and Prohibitions

You agree to use the Services and the Websites solely as permitted under this EUA and in compliance with all applicable privacy, data protection, intellectual property, and other applicable laws. In addition, you must comply with the following:

- a. Unless expressly permitted in this EUA, you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Services or the Websites without our prior written authorization.

- b. You agree not to bypass, circumvent, damage or otherwise interfere with any security or other features of the Services or Websites designed to control the manner in which the Services or Websites are used, harvest or mine our Content from the Services or our Websites, or otherwise access or use the Services or Websites in a manner inconsistent with this EUA.
- c. You agree not to undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Services, including any of our Content available on or through the Services.
- d. You agree not to use, display, mirror, frame or utilize framing techniques to enclose any of the Services or the Websites, including any Content available on or through the Services or the Websites, or any portion thereof, through any other application or website.
- e. You agree not to provide any false personal information to us or create a false identify or impersonate another person or entity in any way.
- f. You agree not to create a new account to use our Services, without our prior express written consent, if we have previously disabled an account of yours.
- g. You agree not to gain unauthorized access to the Services, to other users' accounts, names or personally identifiable information ("PIN"), or to other computers or websites connected or linked to the Services.
- h. You agree not to post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Services or the Websites or communications equipment and computers connected to the Services or the Websites.
- i. You agree not to interfere with or disrupt the Services, or networks or servers connected to the Services, or violate the regulations, policies or procedures of such networks or servers.
- j. You agree not to violate any applicable federal, state or local laws or regulations or this EUA when using the Services, including by posting or submitting to the Services any content that infringes any third party intellectual property or other right.
- k. You agree not to use any of the Services to build a competitive product or service.
- l. You agree not to post or submit through any of the Services or the Websites any content that is or could be interpreted to be defamatory, libelous, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, objectionable, hateful, or promotes discrimination, bigotry, racism, or hatred, as determined by us in our sole discretion other than, in the case of CUs, any truthful and accurate description of prior events or relationships for purposes of providing SUs details of your personal history.
- m. You agree not to assist or permit any persons in engaging in any of the activities described above.

A breach of these restrictions may subject you to prosecution and damages, as well as liability for infringement of intellectual property or other rights.

IX. Term; Termination; Consequences of Violating This EUA

We may suspend or terminate your rights in accordance with the terms of this EUA including if (i) you violate any of the terms of this EUA or (ii) in the case of an Organization, the Organization fails to pay any required renewal fees for any of the Services, as applicable. Upon

termination of your rights under this EUA, your Account and right to access and use the Services and Websites will terminate immediately. You understand that any termination of your account may involve deletion of Your Content associated with your account from our databases. We will not have any liability whatsoever to you for any termination of your rights hereunder. Even after your rights hereunder are terminated, the following Sections will remain in effect: Sections VI through XIV.

Subject to Section XIII below, you are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of this EUA including, without limitation, your improper use of the Services.

X. Our Liability

a. Changes to the Services. We may change, suspend, or discontinue any aspect of the Services or the Websites at any time, including hours of operation or availability of the Websites or any feature, without notice or liability to you or any third party.

b. Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any of the content of the Services. Similarly, we make no representations about the quality or nature of third-party products or services used by you in connection with your use of the Services. Use the Services at your own risk.

c. User Disputes. We are not responsible for any dispute or disagreement between you and your Organization or any other user you interact with when using any of the Services. You assume all risk associated with dealing with these third parties, and you release us of all claims, demands, and damages in connection with these disputes. For the avoidance of doubt, you agree not to involve us in such disputes in any manner.

XI. DISCLAIMER OF WARRANTIES

Released Parties Defined. "Released Parties" include the Carey Group and its affiliates, officers, employees, agents, partners, contractors and licensors.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICES AND THE WEBSITE IS AT YOUR SOLE RISK, AND THEY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICES OR WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR WEBSITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SERVICES AVAILABLE ON THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED; AND (C) ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE ACCESS ON OR THROUGH THE WEBSITE OR SERVICES IS DOWNLOADED OR ACCESSED AT YOUR SOLE DISCRETION AND RISK,

AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR ACCESSING ANY SUCH MATERIAL.

XII. LIMITATION OF LIABILITY AND INDEMNIFICATION

EXCEPT IN THE CASE OF DEATH OR PERSONAL INJURY ONLY WITH RESPECT TO ANY SAA, AA OR SU IN THE STATE OF COLORADO, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF PROCURING SUBSTITUTE PRODUCTS, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) YOUR USE OR INABILITY TO USE ANY OF THE SERVICES OR THE WEBSITE; (ii) YOUR RELIANCE ON CONTENT MADE AVAILABLE THROUGH THE SERVICES OR THE WEBSITE; OR (iii) ANY OTHER MATTER RELATING TO THE SERVICES OR THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMISSABLE BY LAW, THE RELEASED PARTIES' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR YOUR USE OF OUR CONTENT OR THE WEBSITE, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100.

Except for any user who is an Organization affiliated with, or who is employed by, the State of Colorado or a municipality therein, you agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees and expenses, alleging or resulting from (i) your use of or reliance on any Services, the Websites or any Content or (ii) your violation of this EUA. We will provide notice to you promptly of any such claim, suit, or proceeding of which we become aware.

XIII. General Terms

This EUA constitutes the entire agreement between you and us concerning your use of the Services and the Websites, and supersede any prior or contemporaneous terms, whether oral or written. Our failure to exercise or enforce any right or provision of this EUA shall not constitute a waiver of such right or provision. If any provision of this EUA is held to be invalid or unenforceable, the other provisions hereof will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. The section titles in this EUA are for convenience only and have no legal or contractual effect.

This EUA, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be

null and void. We may freely assign our rights and obligations hereunder in connection with any merger, acquisition, corporate reorganization or similar transaction, which shall be binding upon our assignees.

In addition, each SAA, AA or SU acknowledges that your Organization – and each CU acknowledges that any Organization servicing your needs – may require you to agree to additional terms in connection with your use of the Services or Websites, such as policies related to your expectations of privacy when using the Services or Websites (“Organization Terms”). You acknowledge that we are not a party to any Organization Terms and shall have no liability with respect to any user’s compliance or non-compliance with such terms.

XIV. Mediation, Class Waiver, and Waiver of Jury Trial

With respect to any CU who resides in the State of Colorado, (1) this EUA and the relationship between you and us shall be governed by the laws of the State of Florida without regard to its conflict of law provisions, and (2) you and us agree that, subject to the mediation provision set forth below, any action with respect to or arising out of this EUA shall be brought and maintained exclusively in a state or federal court of competent jurisdiction located in the State of Colorado. The parties hereby irrevocably consent to the personal jurisdiction of and venue in such courts.

With respect to any user residing in the State of Colorado other than a CU, (1) this EUA and the relationship between you and us shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions, and (2) you and us agree that, subject to the mediation provision set forth below, any action with respect to or arising out of this EUA shall be brought and maintained exclusively in a state or federal court of competent jurisdiction located in Brevard County, Florida. The parties hereby irrevocably consent to the personal jurisdiction of and venue in such courts.

With respect to any user other than those residing in the State of Colorado, (1) this EUA and the relationship between you and us shall be governed by the laws of the State of Florida without regard to its conflict of law provisions, and (2) you and us agree that, subject to the mediation provision set forth below, any action with respect to or arising out of this EUA shall be brought and maintained exclusively in a state or federal court of competent jurisdiction located in Brevard County, Florida. The parties hereby irrevocably consent to the personal jurisdiction of and venue in such courts.

Mediation. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days of the date mediation is requested by either party before resorting to arbitration, litigation or some other dispute resolution procedure. Except for disputes involving us and any CU who resides in the State of Colorado, such mediation shall be conducted by a Supreme Court certified circuit civil mediator in Brevard County, Florida. The mediator shall be agreed upon by the parties but if the parties are unwilling or unable to agree, the parties agree to have their respective counsels select a

mediator who is a member of The Florida Circuit-Civil Mediator Society (<https://floridamediators.org>); provided, however, that in the case of disputes involving us and any CU who resides in the State of Colorado, the parties will select a mediator in the State of Colorado where such mediation shall be conducted. The parties agree to abide by the mediator's agreement, pay mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the mediator or (ii) terminated in writing by one or both of the parties.

You also acknowledge and understand that, with respect to any dispute with the Released Parties arising out of or relating to your use of the Services or this EUA:

- a. YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- b. YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE; AND
- c. YOU MUST FILE ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED.