

IDI® 2013 LICENSE AGREEMENT

THIS 2013 LICENSE AGREEMENT (this “2013 License” or “License”) is made as of the completion of the IDI® Qualifying Seminar or pursuant to Section 3 below (the “Effective Date”), by and between IDI, LLC (“Company”) and the undersigned individual (“QA”).

RECITALS

WHEREAS, Company is in the business of, among other things, developing and marketing the Intercultural Development Inventory® (the “IDI®”), the information and all materials included under IDI Guided Development® (the “IDI GD®”), the web-based IDI analysis program and all web-based and other created materials associated with the IDI® or the IDI GD®, all information and materials, films, videos, logos, that are a part of the IDI® Qualifying Seminar, to include the IDI® Manual, the IDI® Resource Guide 2013 and various previously developed versions and materials, including without limitation (collectively, the “Materials”) with references to such Materials being sometimes hereinafter referred to, generally, as “IDI®”); and

WHEREAS, the IDI® Qualified Administrator (the “QA”), having completed the IDI® Qualifying Seminar has been provided with a variety of background information and education regarding IDI® and the Materials designed to educate and enable QA to prepare presentations, training and consulting related to such QA’s use of the IDI® and the Materials; and

WHEREAS, QA has requested the right to personally utilize the IDI® and the Materials for organizational and educational purposes designed to foster and develop intercultural competence; and

WHEREAS, Company has agreed to grant to QA a limited, nonexclusive, and nontransferable license to personally utilize the IDI® and the Materials in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein by reference and are expressly acknowledged and agreed to by the parties hereto.

2. **License and Linking to Website.** Company hereby grants to QA, and QA hereby accepts, subject to the terms hereof and the supervision and approval of Company, a limited, nonexclusive, and nontransferable license to market and use the IDI® and the Materials in accordance with the express terms and conditions of this License (the “Intended Use”). This License is expressly limited to QA for the Intended Use. QA shall not modify or change the Materials without the prior written consent of Company, at Company’s sole discretion. QA is granted the limited permission to copy, for training and educational activities only, those Materials that are designated as “IDI Handout” (the “Limited Copyrights”). The license includes the right to use the Company name, the Company logo and other trademarks and copyrights (“Intellectual Property”) described in this License as well as the right to link to the Company website, www.idiinventory.com (the “Website”), consistent with the protocols established by the Company and as set forth here. No individual or organization may use the Intellectual Property unless such individual or organization has one or more QAs employed full-time within said organization who meet current licensing requirements which include the completion of annual License Update, herein defined.

3. **Term.** The term of this License shall be limited to the period commencing on the Effective Date through December 31, of the current year (the “Term”); provided, however, that this License, unless terminated in accordance with the terms of this License, shall automatically be extended for additional one (1) year period commencing January 1, upon the QA’s: (i) continued compliance with the Terms and Conditions (defined below); and (ii) payment of all Charges (defined below) for each such additional one (1) year period (“Renewal Term”). *With respect to QA’s licensed prior to the implementation of the 2013 License, the Effective Date shall be thirty (30) days from the date of the notice of this revised 2013 License.*

4. **Terms and Conditions of License.** By executing this License, QA acknowledges, covenants and agrees to scrupulously comply with the following terms and conditions (the “Terms and Conditions”), each of which constitutes a material part of this License, and which shall govern the QA’s continued rights to the Materials for the Intended Use:

a. QA shall successfully complete the IDI Qualifying Seminar and the individual feedback provided by Company, complete and keep current his or her QA’s “My Account” page information on the IDI v3 website (“IDI v3

Website”), review and follow additional policies or information provided to QAs by Company via email and/or posted on the IDI QA Resource Library page on the Website, and complete the annual IDI License Updates.

b. QA is not permitted to share his/her unique individual QA username and password that allows access to the IDI v3 Website and the QA’s data groups.

c. QA shall timely pay all Charges for use of the IDI® and the Materials, and other IDI related fees for identified products and services and, QA acknowledges that the Charges are appropriate relative to their value and the time and effort expended by the Company in creating, maintaining and enhancing them.

d. QA shall attend and successfully complete designated IDI Qualified Administrator “License Update” programs (“License Update”) that may be offered in webinar form and/or as virtual training and/or web-based programs on the Website. Company reserves the right to require QA to attend an in-person License Update in order to maintain this License. All QAs must complete each annual License Update no later than December 31 of each year. Failure to complete the License Update shall result in termination of this 2013 License of the QA and the QA shall cease and desist use of the IDI® and Materials. Upon termination, if the QA wishes to be relicensed, he or she must pass the current IDI® Qualifying Seminar to become licensed again.

e. There is no annual License Update fee for 2013 or 2014. Company reserves the right to charge an annual License Update fee beginning January 1, 2015.

f. QA shall maintain professional standards in the representation of, with respect to all marketing, training and educational efforts, the IDI® and the Materials as a licensed provider thereof, and QA shall make clear that QA has no claim of ownership regarding same, and expressly not create the impression, or allow for any confusion, among clients or others that the originator, developer or owner of the IDI® and the Materials is anyone other than Company.

g. If QA conducts published research and writings using the IDI® and/or the Materials, then all such research and writings shall (1) comport with all applicable canons of professional scientific inquiry; (2) only be undertaken upon notice to Company of intended published research and/or writing efforts using the Materials prior to conducting such studies or research; (3) ensure that the latest conceptualizations, protocols and guidelines for using the Materials are incorporated in the study’s design and presentation/writing; and (4) the QA shall send Company a copy of the published work in which the Materials were used.

h. QA shall use the IDI® and the Materials in an appropriate manner, as stipulated by, and consistent with, the terms of the IDI Qualifying Seminar, the License Update, any communications from Company (including webinars, newsletters and email correspondence) and the information set forth on the Website, as the same may be updated and modified from time to time hereafter, including without limitation information contained in the IDI QA Resource Guide.

i. To protect the integrity of the IDI® results and to prevent misunderstanding of IDI® results, QAs are prohibited from sharing IDI® data with other QAs or integrating IDI® results except through the Enterprise Option.

j. QA shall cause notices for copyright and trademark, in the form set forth herein below, to appear on each document comprising the Materials, whether written or electronic, on the QA’s website as well as any and all related marketing or promotional materials. Such use of the Intellectual Property shall confirm the Company’s copyright and trademark, and properly display any and all copyrights, trademarks and/or company logos that exist on or are used in connection with the Materials or any portion thereof.

Form of Copyright and Trademark Notice and Display

Copyright:

- **The Intercultural Development Inventory® (IDI®) is protected by copyright and is the proprietary property of IDI, LLC. © 1998-2013, IDI, LLC**

Trademarks:

- **The Intercultural Development Inventory® (IDI®) and IDI Guided Development® are registered trademarks in the United States and/or other countries of IDI, LLC.**

- **The IDI logo is a registered trademark in the United States and other countries of IDI, LLC.**
- **IDI, LLC's trademarks may not be used in connection with any product or service that is not approved by IDI, LLC or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits IDI, LLC.**

k. QA shall have the sole and full responsibility for completing (or making arrangements to complete) IDI-related projects with their client organizations, and Company expressly undertakes no responsibility for same.

l. Except for the Limited Copyrights, QA shall be prohibited from copying the Materials and covenants that the Materials shall only be administered in their original form.

m. QA is permitted to use the IDI® for (1) IDI Group Profile Reports, Group Profile feedback, training and development and other interventions based on IDI Group Profile results; (2) IDI Individual Profile Reports, Individual Profile feedback; (3) IDI based individual coaching based on the Individual Profile Report and the individual's customized Intercultural Development Plan; (4) Program evaluation purposes defined as pretest/posttest use of the IDI® to test the impact of an intervention on the "experimental" group and/or to compare IDI pretest and posttests for "control" group(s) and the "experimental" group(s) respondents; and (5) Basic Research purposes, excluding any and all use of the IDI® for purposes of validating, testing, or otherwise empirically supporting the development or use of other measures that purport to assess intercultural or cultural competence or sensitivity.

n. QA shall be prohibited from using the IDI® or Materials for personnel Selection purposes, to include Hiring Talent (identify and select talent for the organization), Placement of Talent (assign individuals to positions or new responsibilities within the workforce), and/or Promotion of Talent (identify and select individuals within the workplace for advancement). QA shall direct any and all requests or inquiries for such services to Company and acknowledge that Company is the sole and exclusive provider of personnel selection services. However, the Company has consistently approached Selection assignments collaboratively with its QAs to ensure accuracy so that both QA and client needs are met.

o. QA shall be prohibited from using the IDI® and Materials for Baseline Assessment purposes to include larger group assessment of intercultural competence designed to meet one or more of the following criteria: (1) take a "snapshot" of the organization as a whole or major unit(s) within the organization; (2) involves multi-layer identification of subgroup IDI profiles; (3) as part of or a measure of Engagement, Climate or Accreditation surveys; or (4) involves multiple interviews and/or focus groups conducted to identify major unit(s) or organization-wide goals and challenges. The QA shall direct any and all requests or inquiries for such services to Company and acknowledge that Company is the sole and exclusive provider of Baseline Assessment services. However, the Company has consistently approached Baseline Assessment assignments collaboratively with its QAs to ensure accuracy so that both QA and client needs are met.

p. QA shall provide the IDI® and Materials through business to business relationships (e.g., schools, companies, agencies, etc) and shall not provide the IDI® and Materials to the general public for individual assessments. QA shall be prohibited from offering the IDI® and Materials to the general public through mass marketing, including email solicitations, QA's website, and other advertising methods.

q. QA shall remain solely responsible for maintaining his or her own IDI raw data, within the web-based IDI analysis program maintained by Company.

r. Company, QA and QAs from organizations from whom respondents completed the IDI® shall be the sole parties having access to the QA's IDI client data. QA is responsible for following current guidelines (found on Company Website) for providing and/or transferring access to IDI group data.

s. Upon agreement by QA to allow his or her IDI data to be used within a comparative database with strict anonymity of organization and respondent names and confidentiality of information (collectively, the "Confidentiality Standards") maintained by Company and upon implementation of such a comparative database, QA may, if desired, compare his or her particular client data with the larger IDI database, provided such database comparison analyses maintains the Confidentiality Standards. Unless expressly excluded: (i) by QA, via a signed writing given to Company in advance specifically designating the data that shall be excluded, QA's data shall be stored on the IDI

database and may, at Company's sole discretion, be used for industry benchmarking and comparative analyses in accordance with the Confidentiality Standards (the "Company Use"); and/or (ii) by Prior User, via a signed writing given to Company in advance specifically designating the data that shall be excluded, Prior User's data existing on Company's servers and related to the prior use of IDI v1 and/or IDI v2, as applicable, may, at Company's sole discretion, be used for Company Use.

t. IDI® and the Materials are based on the relevant research and insights of Company and its constituent members. Except as expressly provided in Section 11 hereof, neither Company nor any of its members make any claim or warranty regarding the use of the Materials or the fitness or suitability of same for QA's use, and QA remains solely responsible for the appropriate use of such Materials.

5. **Terms and Conditions of the IDI Enterprise Option.** QA may elect to participate in the IDI Enterprise Option ("EO") to enhance QA assessment and collaboration. The EO provides a platform to use the IDI® in integrated data sharing among multiple QAs. When integrating and data sharing is requested (or discovered) by two or more QAs (herein the "Enterprise Group") within or associated with an entity or organization, Company will provide the Enterprise Group the EO to integrate and share data. Company may require the Enterprise Group to pay a separate fee for the EO. The following apply to the EO:

- a. QA shall not share the EO login information with anyone who is not in the Enterprise Group.
- b. All QAs in the Enterprise Group must be in good standing and have completed and maintained all necessary IDI licensing requirements.
- c. Enterprise Group and the QA leaving the Enterprise Group shall notify the Company via email and telephone if a QA is no longer included in an Enterprise Group.
- d. The Enterprise Group shall automatically renew annually on the anniversary date of its formation unless notice is provided to Company at least thirty (30) days prior to the anniversary date.

6. **Charges.**

- a. QA shall be responsible for payment of all applicable charges and costs (collectively, the "Charges"), as more fully set forth on the IDI Schedule of Charges set forth on the Website.
- b. Charges are due upon the date of order of the Materials. Should a fee be instituted upon a Renewal Term, then such fee shall be due on January 1 of commencement of the Renewal Term. As a courtesy, Company may, but is not required to, agree to invoice or accept a payment directly from QA's organization or a client organization, upon prior approval of Company; provided, however, that QA shall remain responsible for all Charges that remain unpaid after sixty (60) days, upon receipt by QA of notice from Company. Notwithstanding the aforementioned, Company reserves the right to charge interest, at the rate of 1.5% per month, for any and all Charges that remain unpaid after a period of thirty (30) days after the date of order or the date of service, as applicable, and QA agrees to be responsible therefore.
- c. QA shall be responsible for any and all costs of collection incurred by Company, including reasonable attorneys' fees and costs, whether suit is filed thereon or not.

7. **Acceptance and Changes.** QA's continued acceptance of products and/or services of Company constitute QA's acceptance of and agreement to all terms and conditions of this License. Company reserves the right to change these Terms and Conditions, including the Charges. If any changes are made, Company will send QA an email notice, pursuant to Section 17. All QAs are required to regularly check the email from the Company, which may provide for notices and changes. If a change is not acceptable to QA, QA may terminate this License by way of written notice within thirty (30) days from the date the notification is sent. If QA does not terminate this License within thirty (30) days, QA's continued acceptance of products and/or services of Company shall conclusively be considered to be QA's acceptance of that change. In addition, all of the Terms and Conditions of this License, whether or not modified, shall survive the termination of this License.

8. **Termination.** Either party may terminate this License upon thirty (30) days prior electronic (e.g., email) or written (e.g., letter) notice to the other; provided, however, that QA shall remain responsible for the payment of any earned but unpaid Charges, together with any accrued interest. Any fees due or paid for a Renewal Term are not refundable. Notwithstanding the aforementioned, upon the material breach of any of the Terms and Conditions of this

License, Company shall have the right to immediately terminate this License. Upon termination, QA shall be required to cease and desist from using the Materials.

9. **Materials.** The parties acknowledge and agree that only QA, for so long as QA has abided by the terms and conditions of this License, shall have the right to purchase the Materials, which Materials shall be purchased directly from Company.

10. **Title.** QA acknowledges that Company owns any and all copyright, trade secret, trademark and other proprietary rights in and to the Materials, including all modifications, derivative works and enhancements thereto.

11. **Warranty and Indemnity.**

a. Company warrants that it owns, or has obtained the right to make available to QA for the uses contemplated in this License, the Materials. Company agrees to indemnify, defend and hold harmless QA, its employees, agents and affiliates, from any and all claims, causes of actions, losses, damages, judgments and liabilities (including reasonable attorneys' fees) arising from (i) a breach of the foregoing warranty; or (ii) any claim that the Materials infringe or violate any third party's intellectual property rights.

b. QA agrees to indemnify, defend and hold harmless Company and its members, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, and expenses (including but not limited to reasonable attorneys' fees) arising out of or relating to, directly or indirectly, the use by QA of the license granted herein.

c. Notwithstanding any provisions to the contrary in this License, Licensor shall not be liable to QA for any special, indirect, incidental, punitive or consequential damages in connection with this License, whether based on breach of contract, tort, warranty or other legal theory, even if QA has been advised of the possibility of such damages or such damages could have been reasonably foreseen by QA.

12. **Confidential Information.**

a. Except to the extent consented to in writing by Company, QA agrees not to disclose at any time to any person or entity any confidential, proprietary or privileged information disclosed by Company to QA or known by QA as a consequence of or through QA's relationship with Company, or which QA may now possess or may hereafter create or obtain about Company and its business and affairs; provided, however, that the restrictions of this Section shall not apply: (i) as may be required in connection with the use of the Materials for QA's organization or any client organization in compliance with the Intended Use, (ii) as may otherwise be required by law, (iii) as may be necessary or appropriate in connection with the enforcement of this License, or (iv) to the extent such information shall have otherwise become publicly available.

b. QA and Company shall maintain strict confidentiality of IDI-related data and IDI database data and take appropriate security measures to protect such electronic data. In furtherance thereof, QA shall enter into strict confidentiality agreements with their organization and any client organization to ensure the confidentiality of same.

13. **Binding Effect.** This License and the rights and obligations arising hereunder shall inure to the benefit of, be binding upon and enforceable by QA and Company and their respective successors and permitted assigns. It is understood and agreed that neither party shall be entitled to circumvent this License (including, without limitation, the provisions hereof relating to confidential information) by acting, directly or indirectly, by or through one or more of such party's principals, owners, employees, agents, affiliates, subsidiaries or other related persons or entities under such party's supervision or control.

14. **Waiver.** The waiver of any right in this License shall be in writing and signed by the party against whom enforcement is sought. The waiver of any right in this License shall not be a waiver of any other right in this License.

15. **Arbitration.** Except for actions by the Company arising from non-payment of the Charges, and requests for injunction or other extraordinary relief, each of which may be pursued in a court of law having competent jurisdiction, any dispute arising out of or in connection with the relationship of the parties and/or this License shall be resolved by binding arbitration conducted by an arbitrator. To commence arbitration, the party desiring arbitration shall notify the other party in writing of its desire to arbitrate, which shall include a brief description of the disputes and/or issues to be arbitrated ("Arbitration Notice"). If the parties are unable to mutually agree upon the selection of the arbitrator within thirty (30) days of the Arbitration Notice, then one shall be appointed and the arbitration shall be conducted pursuant to Title 3, Subtitle II of the Courts and Judicial Proceedings Article, Annotated Code of Maryland. The arbitration proceedings shall be conducted in Montgomery County, Maryland. The arbitrator shall not contravene

or vary in any respect any of the terms and provisions of this License. The award of the arbitrator shall be final and binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, and a judgment upon such award shall be entered in any court having jurisdiction. In any proceeding, whether in court or in arbitration, the court or arbitrator may award to the prevailing party, as a recovery from the other party, all expenses, including but not limited to reasonable attorneys' fees and/or the arbitrator's fees incurred in instituting or defending such action.

16. **Relationship of Parties.** Nothing in this License is intended to, or shall be deemed to, constitute a partnership, franchise or joint venture between the parties, and neither party will hold the other party out as a partner or joint venturer. Company and QA are independent contractors; neither party is the agent, representative or employee of the other party; and nothing in this License will be construed to create any relationship between them other than an independent contractor relationship. Neither party will have any responsibility or liability for the actions of the other party except as expressly provided herein. Neither party will have any right or authority to bind or obligate the other party in any manner or make any representation or warranty on behalf of the other party.

17. **Notices.** Any notice required or desired to be given pursuant to this License shall be in the form of email and shall be deemed duly served for all purposes if sent to the QA's email address listed by the QA currently in the "My Account" page on the IDI v3 Website or to such other email address as such QA may designate to Company from time to time. Any notice given by email as provided in this section shall be deemed given as of the date emailed.

18. **Assignment.** QA shall have no right to delegate, subcontract, assign, or transfer any interest in or duties under this License. Company shall have the right to delegate, subcontract, assign, or transfer any interest in or duties under this License, in which case Company will provide email notice of same to QA to the current email address listed by the QA in the "My Account" page on the IDI v3 Website.

19. **Applicable Law; Exclusive Venue.** This License, together with the relationship between Company and QA hereunder, shall be construed in accordance with and governed by the laws of the State of Maryland. Any dispute arising with regard to this License or such relationship, which is not subject to the binding arbitration provisions set forth in Section 15 above, shall be exclusively determined by the courts of the State of Maryland and all parties hereby agree to submit themselves to the jurisdiction of such courts.

20. **Entire Agreement.** This License constitutes the entire agreement of the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the products and services described herein.

21. **Third Parties.** This License shall bind and inure to the benefit of the parties to this License and their respective successors, permitted transferees, and permitted assigns. No provision of this License shall be deemed to confer upon any other person or entity any remedy, claim, liability, reimbursement, cause of action, or other right whatsoever.

22. **Counterparts.** This instrument may be executed in multiple counterparts, each of which is deemed an original and all of which together constitute one and the same document.

23. **Headings.** Any paragraph headings or captions contained in this License shall be for convenience of reference only and shall not affect the construction or interpretation of any provision of this License. Wherever in this License the singular number is used, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

24. **Savings Provision.** In the event any one or more of the provisions contained in this License are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this License shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

[Signatures set forth below]

IN WITNESS WHEREOF, the undersigned parties have executed this License.

COMPANY:

IDI, LLC

X MITCHELL R. HAMMER, Ph.D

By: Mitchell R. Hammer, Ph.D.

Title: President

Address: P.O. Box 1388, Berlin, Maryland 21811

QA:

Name: _____

Address: _____

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