

Washington State Criminal Justice Training Commission (WSCJTC)		WSCJTC Contract No.	
		Program Index	
<p>This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below, and is governed by Department of Enterprise Services Procurement Policies:  <a href="http://des.wa.gov/about/pi/ProcurementReform/Pages/Policies.aspx">http://des.wa.gov/about/pi/ProcurementReform/Pages/Policies.aspx</a></p>			
Contractor Name: <b>Cognitive Command Group (C2)</b>		Contractor Address <b>PO Box 237 Maise, KS 67101</b>	
Federal Tax ID Number (FEIN), required before doing business with State of WA		Unified Business Identifier (UBI) required before doing business with State of WA	
Contractor Telephone (888) 556-0250		Contractor E-Mail	
Fax			
<b>WSCJTC Contact Information</b>			
Manager of this contract or project. Name and Title. Sean Hendrickson Applied Skills Division Manager			
Telephone <b>(206) 835-7353</b>		E-mail Address <a href="mailto:Sean.hendrickson@cjtc.wa.gov">Sean.hendrickson@cjtc.wa.gov</a>	
<b>Anticipated Contract Start Date</b> August 15, 2022	<b>Contract End Date</b> One year term	<b>Contract Maximum Amount</b> <b>\$750,000</b>	
<b>Subcontracting Authorized? Y/N</b> <b>No</b>	<b>Travel Expenses Authorized? Y/N</b> <b>See Statement of Work</b>		
<b>FOR THE WSCJTC:</b>		<b>FOR THE CONTRACTOR:</b>	
Program Manager	Date	Contractor Business Name (if applicable)	
Department Manager	Date	Date	
Executive Director	Date	Contractor signature	
WSCJTC Fiscal Manager	Date	Print Contractor Name & Title	

## Statement of Work:

1. The purpose of this agreement is for the development and implementation of a web-based training application. The training topics are outlined as follows: Implicit/Explicit Bias, Cultural Competency, and Historical Intersections of Race and Policing. This training is aimed at all incumbent peace officers and corrections officers according to the Law Enforcement Training and Community Safety Act (I-940).

2. C2 training is based on the core principles of cognitive neuroscience and is backed by more than a decade of research and nearly 40 academic studies. The training works by expanding an officer's perceptual field while building a mental framework on which to process sensory information. Heightened awareness and structured processing, wired together at the nonconscious level, automatically guide behaviors. In other words, C2 increases the amount of information available and enhances how that information is sorted so the brain can intuitively guide good decisions. C2 training works by enhancing perceptual awareness while building a structured mental framework to better process sensory information. Perception and processing wired together at the nonconscious level automatically guide behavior towards safer and appropriate outcomes. An officer trained in C2 demonstrates better decision-making, improved control of emotions and decreased implicit bias in decision making. C2 training is delivered via a web-based application that guides users through various daily, weekly, and monthly exercises. The training takes no more than 12 minutes a day on a regular basis.

3. The Contractor has agreed to develop these courses utilizing current science and educational best- practices to create training that enhances learning, increases understanding, and ultimately changes behavior around bias, cultural competency, and Race and Policing. In addition to these goals, this course will use a hybrid microlearning/C2 Training format delivered via the C2 platform. Pairing these two methods will further enhance positive changes in implicit bias behaviors.

- The foundation of the course will be the science behind the brain's implicit system, focusing specifically on biases and will include topics around (1) bias – choice and action, (2) bias in others, (3) guarding against bias, and (4) taking steps toward unbiased behavior.
- Concepts of adult learning and principles of microlearning will be used to make the course content engaging and accessible.
- Learning Modules will be based around each core concept
- Core concepts will be defined, described, applied to policing, practiced, and evaluated for comprehension in each module.
- Course content blocks will be created around the core concepts via training modules approximately 5-12 minutes in length.
- Complimentary C2 training exercises will be assigned to create synergy between the microlearning and micro-training methods.

4. **Rules of Conduct.** During the period of performance of this Agreement, the Contractor must follow these basic rules of conduct while providing instruction:

a. **Alcohol and Drug Use.** The Contractor shall not consume any alcohol or intoxicating beverage while providing services under this Contract and will not appear for work while under the influence of alcohol or while having alcohol in their system. The Contractor shall not use or possess any narcotic, dangerous drug, or controlled substance except at the direction of a physician, dentist, or other medical authority for medical purposes. If the Contractor is directed by the competent medical authority to use a narcotic, dangerous drug, or controlled substance, he/she shall not use such medication to the extent that their performance is affected while at any WSCJTC facility or local

training site.

b. **Courtesy.** The Contractor shall be courteous to instruction attendees, WSCJTC staff, and the public. The Contractor shall be tactful in the performance of their duties, shall control their tempers and exercise the utmost patience and discretion, and shall not engage in argumentative discussions. In the performance of their duties, the Contractor shall not use coarse, violent, profane, or insolent language or gestures and shall not express any prejudice concerning race, religion, sex, politics, national origin, lifestyle, or similar personal characteristics.

c. **Appearance.** WSCJTC expects the Contractor to present a professional image when providing services under this Contract. Clothing shall be neat, clean, and in good condition.

- a. Obtain the class's lesson plan from the WSCJTC Program Manager or his/her designee and be familiar with class's lesson plan in order to present the class.
- b. Coordinate with the WSCJTC Program Manager or his/her designee to ensure that all training materials are present and in good working order.
- c. Prepare for and deliver the class as prescribed in the class's lesson plan. Keep accurate student attendance and performance records as directed by the WSCJTC Program Manager or his/her designee.
- d. Ensure that all training materials and equipment used in the instruction are properly stored upon the completion of each class.
- e. Participate in class briefing and debriefing.

**Fees and limitations** WSCJTC shall reimburse the Contractor according to Schedule 1 for work performed to the satisfaction of the WSCJTC Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the WSCJTC Project Manager. The invoices shall describe and document to WSCJTC's satisfaction a description of the work performed, activities accomplished, the progress of the project, fees and expenses, WSCJTC's contract number, and the Contractor's Statewide Vendor registration number. The Contractor shall submit the final invoice not later than 60 calendar days from the Contract End Date.

Total fees paid pursuant to this contract will not exceed \$750,000. At any time, WSCJTC may direct the Contractor to suspend work on the contract, pay the Contractor for hours expended before the suspension, and no further payments are due until WSCJTC directs the work to resume. If expenses are allowed, they are charged against the Contract Maximum Amount above. Travel expenses, if authorized, shall be reimbursed at the current approved rate as stated in the State Administrative Accounting Manual (SAAM). Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides and are not made in advance.

**Industrial Insurance Coverage.** WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker" and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

**Assignment.** The Contractor may not assign this Contract, or its rights or obligations to a third party.

**Disputes.** If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

**Independent Capacity.** The parties mutually confirm that the Contractor is an independent contractor, and not an employee or agent of the WSCJTC or the State of Washington. The Contractor shall not

claim to be nor portray itself as an employee or agent of WSCJTC or the State of Washington.

**Rights in Data.** Material created from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

**Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

**Waiver.** A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

**COVID Vaccination Certification.** Pursuant to Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021) as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), hereinafter referred to as the (“Proclamation”), all contractors who provide contracted services on-site must certify they are fully vaccinated against the COVID-19 virus as set forth in the Proclamation. Contractors who cannot so certify are prohibited from contracting with the state.

The Contractor warrants that should their responsibilities to the Commission involve on-site services as of October 18, 2021, the Contractor will be fully vaccinated against the COVID-19 virus as set forth in the Proclamation. The Contractor further understands that, upon request, they must provide to the Commission proof of vaccination, in a manner established by the Commission. Should the Contractor not wish to provide proof of vaccination, this contract will be terminated.

**SOFTWARE AND SERVICES AGREEMENT**

This Software and Services Agreement (“**Agreement**”) is made as of the \_\_\_\_\_, 20\_\_\_\_, (“**Effective Date**”) between Cognitive Command Group, LLC, a Kansas limited liability company (“**Vendor**” “**we**” or “**us**”) and Washington State Criminal Justice Training Commission. (“**Client**” or “**you**”).

**1. General Terms.** Vendor has developed science-based cognitive training methods, techniques, frameworks, and software applications that it provides to law enforcement agencies. Client is a law enforcement training agency in the State of Washington that trains law enforcement agents and desires to use Vendor’s Services (defined below). The following capitalized terms will have the following meanings as used in this Agreement:

“**Training System**” means the C2 training software and infrastructure owned and maintained by us to which you are being granted access under this Agreement via a website and includes instruction, services, and Education Materials.

“**Education Materials**” mean all documentation, books and workbooks, manuals, machine-readable instructions, components, oral presentations, and audio-visual content (such as images, text, recordings, or pictures accessible by any media including print and online access). Our Education Materials include information, such as research reports, methods of doing research, data, findings and ideas, and methods of implementation which are the result of our research, discovery, and analysis, and derive value from not being generally known except through the Services, Training System, and Education Materials.

“**Users**” mean employees, and agents in the State of Washington whom who you authorize to enroll in, access, and use the Training System and whom we furnish Credentials to access the Training System in accordance with this Agreement. A current list of each agency and User in the State who will be authorized to use this training system shall be maintained by you and Users shall be strictly limited to those agencies and individuals so designated.

**2. Services.** We agree to provide you the training services described on **Schedule 1** (the “**Services**”) including, but not limited to, access to the Training System and Education Materials for the total number of Users identified on **Schedule 1**. Your right to use the Training System and Education Materials, our training methods, techniques, and frameworks, and all other instructional and training information furnished by us under this Agreement is a “**License**” which means you acknowledge that we solely own

the same, that your rights are limited to the purposes and uses expressly permitted by this Agreement, and that you acquire no ownership of any copyright, intellectual property, or trademark under this Agreement. We own and have registered copyrights and have the right to the protection afforded to intellectual property and trade secrets by the laws of the State of Kansas and such laws of other states as may apply. The Education Materials may not be copied, reproduced, or distributed except as provided and expressly permitted by the terms of this Agreement. All Users will be bound by the same obligations you are as a licensee. We retain all rights to provide the Training System and Education Materials to police academies and other clients and to be the exclusive provider of the same.

**3. Our Duties.** Subject to the terms of this Agreement we agree to use commercially reasonable efforts to (a) make the Training System and Education Materials available to you and your Users and (b) correct performance and technical errors affecting your use of the Training System within a reasonable time after receiving notice of the same.

**4. Your Duties.** In addition to your other duties set forth in this Agreement, you will (a) keep accurate records of the Users you designate to access the Training System; (b) take commercially reasonable precautions to assure that only authorized Users access or use the Training System and fully cooperate with us to prevent any such unauthorized access or use; (c) comply with all applicable local, state, federal, and foreign laws, treaties, and regulations in using the Training System; (d) cooperate with us to diagnose and correct any technical and performance errors as they may arise from time to time in our provision of the Training System, including promptly reporting all such errors to us; and (e) obtain and maintain access to the world wide web, either directly or through devices that access web-based content, and provide all equipment necessary to make (and maintain) such connection to the world wide web in accordance with our standard requirements. You and your Users will use the Training System and Education Materials solely for the purposes of law enforcement training and practice. You grant to us the nonexclusive, nontransferable, royalty-free worldwide right to copy, store, record, transmit, display, view, print, or

otherwise use, to the extent necessary to provide the Training System, data created by and about Users in the course of using the Services and Training System and your trademarks, service marks, trade names, logos, and other intellectual property for the purpose of including them in your user interface with the Training System and Education Materials.

**5. Limitations on Use.** You agree to use, and ensure that all Users use, the Services, Training System, and Education Materials only for permitted purposes within the scope of the License granted hereunder. To carry out this promise, you further agree that you will not without our prior written consent: (a) make by any means new versions, new applications, and other derivative works of the Training System or Education Materials, including combining all or part of the Training System or Education Materials with other documentation ("**Derivative Works**"); (b) store, archive, extract, gather, use, and/or reproduce the Training System or Education Materials for the purpose of compiling, revising, updating, upgrading, enhancing, displaying, storing, transmitting, or altering them or otherwise creating Derivative Works; (c) demonstrate, copy, or distribute the Training System or Education Materials to persons not authorized as Users; (d) provide training or explanations of our Training System or Education Materials in any form; (e) use, publish, transmit, reproduce our trademarks, service marks, logos, and trade names in connection with advertising, promotion, or marketing; or (f) access or use the Training System or Education Materials to create a product or service directly or indirectly competitive with Training System or Education Materials.

**6. Surveys and Statistical Data.** We engage in continual research and learning to bring our clients education and training based on real-world police experience. You agree, upon our request, to share with us statistical data or allow us to seek survey responses from your officers, so long as it does not impose significant cost or inconvenience or violate any laws or policies by which you are bound.

**7. Users.** You may designate up to the number of Users as shown on **Schedule 1**. Only persons currently employed as employees, contractors, or agents by the State of Washington may be authorized as Users. You will provide us with the name and email address of each User and all other information reasonably necessary for us to furnish a unique user ID, password, or other credentials ("**Credentials**") for each User to access the Training System and Education materials. We may require each User, as a condition to receiving Credentials and accessing the Training System, to execute a user agreement or

terms of service (which may be in electronic form) incorporating the provisions of this Agreement. Notwithstanding the foregoing, you will be responsible to us for (a) authorizing, monitoring, and controlling access to and maintaining the strict confidentiality of, each User's Credentials; (b) prohibiting unauthorized use of a User's Credentials; (c) promptly informing us of any need to deactivate Credentials due to unauthorized use of or access to the Training System or Education materials by unauthorized persons or by Users in violation of the limitations of use set forth in this Agreement; and (d) the compliance by each and every User with the terms of this Agreement and any user agreement or terms of service between us and a User. We reserve the right to deny Credentials or access to the Training System or Education Materials to any person who in our reasonable opinion is not legally eligible for such access or whose access would cause substantial harm to us or others. In addition to authorized Users, we will also provide Credentials solely for the purpose of administrative access to the Training System to monitor Users' activity, progress, and compliance, to individuals identified by you to us in writing.

**8. Maintenance.** You acknowledge the Training System, Education materials, or any part or function thereof, are subject to temporary, periodic interruptions of service or access due to outages, technical errors or bugs, or maintenance or repair activities. You agree that your obligation for payment of fees under this Agreement will not be affected by, because of, or during such temporary service interruptions.

**9. Subscription Fees.** You agree to pay us fees for the Services as set forth on Schedule 1. All fees are noncancelable and nonrefundable. All invoices from us will be due and payable within thirty (30) days after receipt thereof. You agree to pay all applicable foreign, federal, state, and local taxes. The fees set forth in Schedule 1 do not include charges for in- person training. In addition to any remedies we may have under this Agreement or at law or equity for nonpayment, we may suspend your access, or the access of any User, to the Training System upon reasonably contemporaneous telephonic or email notice to you. You agree to reimburse us for all costs and expenses (including attorneys' fees) we incur to collect unpaid overdue fees.

**10. Modification and Suspension of Service.** We reserve the right at any time and from time to time to modify, temporarily or permanently, the Training System, Education Materials, and any other software or service or software as a service offered to you under this Agreement, provided such modification does not materially diminish the functionality of the Training System to you. We will use commercially reasonable efforts to notify you prior to any such modification. We may, with reasonably contemporaneous telephonic or email

notice to you, suspend your access, or the access of any User, to the Training System (a) to comply with applicable law or order; (b) to prevent interference with or damage to our software or systems; (c) to mitigate or eliminate a security breach; (d) if legally required by a third-party vendor; or (e) under exigent circumstances as reasonably necessary to minimize injury to persons or property. We will use commercially reasonable efforts to resolve the issues causing the suspension of service. You agree that we will not be liable to you, any User, or to any third party for any service suspension under such circumstances as described in this section.

**11. Term and Termination.** The initial term of this Agreement will begin on the Effective Date and continue for one (1) year. The term will automatically renew for successive one- (1-) year periods unless either party gives written notice to the other of its intent not to renew at least ninety (90) days before expiration of the then-current term. Notwithstanding the foregoing, this Agreement may be terminated before the end of its term: (a) at any time by agreement of the parties; (b) immediately by us if the use of the Services, Training System, or Education materials becomes or, in our sole opinion, is likely to become, the subject of a claim or suit for intellectual property infringement or misappropriation; and (c) immediately by the aggrieved party upon the occurrence of (i) material default by a party under this Agreement and failure to cure that default within thirty (30) days after written notice thereof from the aggrieved party, (ii) filing of a petition in bankruptcy or other insolvency statute by or against a party, the appointment of a receiver in respect of all or

substantial part of a party's assets, a party ceases to do business, or a party becomes insolvent, or (iii) failure to pay any amount due under this Agreement within five (5) days after notice from the other party that the amount is overdue.

**12. Duties upon Termination.** Upon termination or expiration of this Agreement, we may without liability to you or any User or third party immediately deactivate your, and all Users', access to the Training System, and you will discontinue all use of and access to the Training System and Education materials and promptly return to us all Education materials in whatever form in your possession; provided, however, that any hard copies of Education materials distributed to individual Users may be retained by the Users. All duties imposed by this Agreement relating to the protection and preservation of our copyrights, trademarks, and proprietary information, including without limitation, sections 2, 4, and 5 of this Agreement, will continue in effect notwithstanding termination.

**13. Assignment and Sublicensing.** The License granted to you by this Agreement is personal to you, which is defined to include your agencies and political subdivisions (such as cities and counties) that you designate to receive the education and training software, services, and software as a service we agree to provide under this Agreement. Rights under this Agreement are otherwise not assignable and sublicensing is not permitted. Any agencies and political subdivisions and Users that you designate to receive education and training services from us also will be bound to keep and perform all of the promises you make in this Agreement. We may rely on you to assure that they will be bound, and we may, at our option, also request written confirmation of agreement from any agency or political subdivision or User before or at the time we provide services to them.

**14. DISCLAIMER OF WARRANTIES.** You acknowledge and agree that, notwithstanding anything to the contrary in this Agreement or **Schedule 1**, that we are not law enforcement experts, that you are responsible for the substantive content of the instruction provided in connection with the Services, Training System, and Education Materials, and that our function is to facilitate delivery of such instruction through our science-based cognitive training methods, techniques, and frameworks. Your use of the Services, Training System, and Education Materials is at your sole risk.

EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, WE DO NOT REPRESENT THAT USE OF THE SERVICES, TRAINING SYSTEM, OR EDUCATION MATERIALS WILL BE SECURE,

TIMELY, UNINTERRUPTED OR ERROR FREE, OR THAT THEY WILL MEET YOUR REQUIREMENTS OR THAT ALL ERRORS IN THE TRAINING SYSTEM AND/OR EDUCATION MATERIALS WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SAME AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY US OR THE OPERATION OF THE SERVICES WILL BE SECURE OR THAT WE AND OUR THIRD PARTY VENDORS WILL BE ABLE TO PREVENT THIRD PARTIES FROM ACCESSING YOUR OR USERS' DATA OR

CONFIDENTIAL INFORMATION, OR ANY ERRORS WILL BE CORRECTED OR ANY STORED DATA WILL BE ACCURATE OR RELIABLE. THE SERVICES, TRAINING SYSTEM, AND EDUCATION MATERIALS ARE FURNISHED "AS IS" AND "AS AVAILABLE" AND WE MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING THE SERVICES, TRAINING SYSTEM, EDUCATION MATERIALS, ANY INSTRUCTION OR INSTRUCTIONAL CONTENT PROVIDED BY YOU, OR ANY RESULTS TO BE ACHIEVED THROUGH USE OF THE SAME. YOU AND WE ALSO UNDERSTAND AND AGREE THAT NO WARRANTY OF A PARTICULAR QUALITY OF INSTRUCTION OR FITNESS OF CONTENT FOR A PARTICULAR PURPOSE OR OUTCOME CAN BE MADE AS TO THE SERVICES, TRAINING SYSTEM, AND EDUCATION MATERIALS, AND NO WARRANTY OF QUALITY, FITNESS, OR OUTCOME IS GIVEN.

**15. LIMITATIONS ON LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY DAMAGES FOR BODILY INJURY, DEATH, OR LOSS OF REVENUE OR OTHER BENEFITS, OR ANY CLAIMS BY A THIRD PARTY. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION AND THEORIES OF LIABILITY INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY AND OTHER TORTS, INDEMNITY, OR OTHER GROUND OF FAULT OR LIABILITY, INCLUDING COMPARATIVE OR CONTRIBUTORY FAULT. OUR LIABILITY TO YOU AND ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY REASON (INCLUDING BREACH OF WARRANTY) WILL NOT EXCEED THE TOTAL FEES PAID TO US BY YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**16. Indemnification.** Each party to the extent allowed by law (the "Indemnifying Party") agrees to defend at its expense and indemnify and hold harmless the other party and its affiliates, directors, officers, employees, agents, successors and assigns (each an **Indemnified Party**"), in accordance with the procedures described in this section, from and against any and all losses, costs, damages, liabilities and expenses including without limitation, reasonable attorney fees and expenses paid to or for the benefit of an unaffiliated third party (collectively, "**Losses**") arising from or in connection with any such third party claim for: (a) the death or bodily injury of any person caused by the negligence, willful misconduct, or material breach of this Agreement of the Indemnifying Party; or (b) the damage, loss, or destruction of any real or tangible personal property caused by the negligence, willful misconduct, or material breach of this Agreement of the Indemnifying Party. In addition, you agree to defend, indemnify, and hold harmless us as the Indemnified Party from and against any and all such losses arising from instructional content furnished by you in connection with the Services, Training System, or Education Materials. The Indemnifying Party will advance funds to the Indemnified Party for legal expenses and other costs incurred as a result of a legal action, provided that the Indemnified Party undertakes in writing to repay the advanced funds if it is found by a court of competent jurisdiction that the Indemnified Party is not entitled to indemnification.

**17. Confidentiality.** Each party may have access to information that is confidential to the other party, including the Services, Training System, and Education Materials which are confidential to us alone ("Confidential Information"). Each party will treat as confidential the other Party's Confidential Information and will not disclose. Or use such Confidential Information for any other purpose other than the performance of its responsibilities and duties under this Agreement or as required by law. Neither party will disclose, copy or permit the disclosure of the Confidential Information to third parties (not including its professional advisors who are under equal or greater confidentiality obligations as found in this Agreement), including to its shareholders or owners, without the other party's prior written consent, as applicable (where it is permissible to seek such consent under applicable law without a breach thereof) except as required by law, a court of competent jurisdiction, or any regulatory body. This agreement or any related materials may be subject to public disclosure under RCW 42.56. Immediately upon termination of this Agreement, each party will, in accordance with this Agreement, promptly return employee, contractor, vendor, or agent of such party, except for records which the party is required to retain and maintain for regulatory purposes. The foregoing restrictions will not apply to



any information that: (1) is or becomes a matter of general public knowledge without any violation of this Agreement on the part of the other party; (2) was available to a party or any of its affiliates, officers, members, employees, or representatives on a nonconfidential basis prior to the disclosure of such information by the other party; or (3) comes into a party's possession from any party not affiliated with such party properly in possession of such information and not known by such party to have been obligated to keep such information confidential. The parties agree that money damages would be an inadequate remedy for a breach of this section and in the event of a breach or threatened breach of this section by either party, the nonbreaching party or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply for specific performance or injunctive or other relief in order to enforce, or prevent any violations of, such provisions, without posting a bond or other security.

**19 Force Majeure.** Neither party will be liable to the other for any failure or delay in the performance of such party's non-monetary obligations due to causes beyond its control, such as failure or delay caused, directly or indirectly, by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact.

**Notices.** All notices required or permitted to be given under this Agreement will be given or made to the parties at their respective addresses set forth herein, unless notification of a change of address is given in writing. All notices will be sent by Certified

U.S. mail, return receipt requested; or nationally recognized overnight delivery service (e.g., Federal Express or United Parcel Service) that provides evidence of delivery. Delivery in accordance with this method will be deemed to have been given at the time they are sent.

Notice addresses for the parties are as follows:

<b>If to Vendor:</b>	<b>If to Client:</b>
WSCJTC	Cognitive Command Group
19010 1 <sup>st</sup> Avenue South	PO Box 237
Burien, WA 98148	Maise, KS 67101
Email: <a href="mailto:sean.hendrickson@cjtc.wa.gov">sean.hendrickson@cjtc.wa.gov</a>	Email: <a href="mailto:chris@c2expert.com">chris@c2expert.com</a>

## Deliverables

### Schedule 1

<b>Cost for subscription</b>	\$53.57 per officer
<b>Subscription/Data</b>	\$750,000 per year for 14,000 officer subscribers
<b>Service Years</b>	Year 1: August 2022 – July 2023