SALES LICENSE AGREEMENT

This AGREEMENT is made and is entered into as of (date to go in) by and between the American Society of Safety Engineers ("ASSE"), an Illinois Corporation whose business operations are located at 1800 E Oakton St., Des Plaines, IL 60018, and the American Biological Safety Association ("ABSA"), a standards developing organization incorporated in the state of Illinois whose address is 1200 Allanson Road Mundelein, IL 60060-3808, either or both of which shall also be hereinafter referred to as the "Party" or "Parties", respectively.

WITNESSETHETH

Whereas, ASSE owns the exclusive rights to publish, print, duplicate, reproduce, package, distribute, sell and/or lease the ANSI/ABSA Z9.14-2014 developed and/or written by ABSA (the "ABSA Documents"), including but not limited to copyright rights; and

Whereas, ASSE wishes to secure the revocable, non-exclusive and non-transferable rights to reproduce, package, distribute, sell and lease the ANSI/ASSE Z9.14 Document in, (i) hard copy format and/or (ii) electronic/PDF character based format (the Licensed Formats), and

Whereas, ASSE is willing to convey such rights to ABSA upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. Rights Granted to ABSA.

   (a) Subject to the terms and conditions set forth in this Agreement, ASSE hereby grants to ABSA the revocable, non-exclusive and non-transferable right to reproduce, package, distribute, sell, lease and distribute individual PDF copies of the ASSE Documents worldwide in the Licensed Formats. Requests from ABSA for networking site licenses that include the ASSE Documents are not part of this Agreement and shall be determined on a case-by-case basis by ASSE.

   (b) Subject to the terms and conditions set forth in this Agreement, ASSE hereby grants to ABSA the revocable, non-exclusive and non-transferable right to sell a PDF version of the ANSI/ASSE Z9.14 Standard.

   (c) ABSA agrees that all ASSE Documents reproduced, packaged, distributed, sold, leased and distributed by ABSA may not be modified in any way or reproduced. ASSE Documents shall be exact replications in both presentation and content of the full text, and may not include additions, deletions or modifications. ABSA will inform parties that download, copy, or otherwise acquire electronic copies of the ASSE Documents from
License Agreement, which is attached to this Agreement as Attachment (1), and is made a part of this Agreement.

(d) Subject to the terms and conditions set forth in this Agreement, ASSE grants to ABSA only those rights specifically granted pursuant to Section 1 (a) and Section 1(b) hereof. It is expressly understood that all rights in the ASSE Documents not hereby granted to ABSA are reserved to ASSE, including, but not limited to, all copyrights. ABSA acknowledges and agrees that each of the ASSE Documents, including any modifications, revisions, or updates, is proprietary to ASSE, and is protected under U.S. copyright law and international copyright treaties. ABSA further acknowledges and agrees that all right, title and interest in and to each of the ASSE Documents, including any modifications, revisions, or updates, and including, without limitation, all intellectual property rights and copyrights, are and shall remain with ASSE. ABSA agrees not to take any action that would harm or otherwise cause damage to ASSE or its rights to its copyrights.

(e) ABSA agrees that any unauthorized use of ASSE Documents will constitute a breach of this Agreement.

2. Term

(a) The initial term of this Agreement shall be for one (1) year commencing on the execution of this Agreement. This Agreement shall be automatically renewed upon the same terms and conditions for additional terms of one (1) year each unless either party hereto notifies the other in writing of its intention to terminate this Agreement at least thirty (30) days prior to the expiration of the initial term of this Agreement or at any time during any additional term thereof.

(b) Except as specified below, upon termination of the Agreement (including any renewal period agreed to by the parties), all of ABSA’s rights under this Agreement are terminated and ABSA shall immediately cease to reproduce, package, distribute or sell the ASSE Documents, with the exception that any and all open orders may be processed and fulfilled. Immediately upon termination of this Agreement, ABSA agrees to return all ASSE Documents in its possession to ASSE or certify in writing to ASSE that the ASSE Documents have been deleted from ABSA’s computers and is eliminated from ABSA’s premises.

3. Royalty Payments

(a) In consideration of the rights granted herein, ABSA shall pay to ASSE, with respect to each ASSE Document distributed, sold or leased by ABSA a royalty equal to 50 percent of ASSE’s member listed price as listed on the ASSE website. ASSE will provide ABSA
with ASSE's list prices upon execution of this Agreement and ASSE shall give ABSA thirty (30) days prior written notice of any changes to the ASSE list prices.

(b) ASSE documents sold as a package by ABSA shall be sold at a price negotiated by both parties and ABSA shall pay to ASSE, with respect to each Z9.14 package or leased by ABSA, a royalty equal to 50 percent of the negotiated package price.

(c) Royalty payments required to be made by ABSA shall be made quarterly following each March 31, June 30, September 30 and December 31 for the preceding calendar quarter in which such royalty accrued pursuant to the terms hereof. Royalty payments will be made, and shall be accompanied by a written statement: (a) the total amount due and how it was computed and (b) the total number of ASSE Documents distributed, sold and/or leased during the relevant period. ASSE shall have the right, upon fifteen (15) days written request, to audit, at ASSE’s expense, ABSA’s records regarding the reproduction, distribution, packaging, sales and lease of the ASSE Documents. If there are any deficiencies in regards to royalties ABSA will then pay ASSE for what is owed.

4. Delivery of Documents

ASSE shall deliver to ABSA any updated or new versions of the ASSE Documents published during the term of this Agreement and any renewal thereof in PDF electronic format, along with the associated bibliographic data for each such ASSE Document (the “Data”). ASSE is not responsible for delivering or printing any hard copy of the ASSE Documents sold by ABSA and ABSA shall have sole responsibility for all costs and expenses related to preparing and printing the ASSE Documents for sale.

5. Notices

Any and all notices required to be given hereunder shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses specified below and are effective when mailed. Alternatively, a facsimile transmittal, an e-mail transmittal, an overnight messenger or courier or an “express mail” transmittal, with a confirmation shall be acceptable. Either party by like notice may specify a different address:

If to ABSA:
Timothy R. Fisher, CSP, CHMM, ARM, CPEA
Director, Practices and Standards
American Society of Safety Engineers (ABSA)
1800 East Oakton Street
Des Plaines, IL 60018
847/768-3411 (T)
847/296-9221 (F)
TFisher@ABSA.Org

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If to ABSA:
Edward J. Stygar, III, MBA, CAE
Executive Director
American Biological Safety Association (ABSA)
1200 Allanson Road
Mundelein, IL 60060-3808
Phone: 866-425-1385
Fax: 847-566-4580
ed@absoffice.org
www.absa.org

6. Termination:
This Agreement may be terminated as follows:
(i) by written mutual agreement of ASSE or ABSA;
(ii) by a Party upon the insolvency of or the petition by or on behalf of the other Party for bankruptcy or reorganization under bankruptcy laws or any assignment for the benefit of creditors;
(iii) by either Party, in the event of a material breach of this Agreement (other than a payment default) if such breach is not cured within ten (10) days after written notice of such breach;
(iv) by ASSE in the event of a failure by ABSA to make royalty payments or provide accounting statements in accordance with Section 3 and any such failure is not cured within fifteen (15) days after written notice thereof.
(v) by either party as set forth in Section 2.
(vi) by ASSE with or without cause by providing at least 30 days written notice to ABSA.

7. Copyright Protection:
ABSA shall use its reasonable efforts to assure that recipients of the ASSE Documents do not thereafter engage in the unauthorized duplication, reproduction or copying of the ASSE Documents. ABSA will notify ASSE as soon as it becomes aware of any unauthorized duplication, reproduction or copying of the ASSE Documents.

8. Confidentiality.
The Parties agree that the financial terms (including but not limited to royalty rates) of this Agreement are considered as confidential information. The Parties shall keep such financial terms in confidence and shall not, at any time during or after the term of the Agreement, without the other Party’s prior written consent, disclose or otherwise make such financial terms available, directly or indirectly, to any third party unless compelled to do so by a subpoena or other legal authority in connection with tax preparation. Nothing in this Section 8 shall prohibit either party from disclosing terms of this agreement to its Board of Directors and officers or to its legal advisors.
9. **Contents of Agreement.**
   Both parties covenant and agree that this written Agreement constitutes the complete agreement between the parties, supersedes all prior agreements with respect to the subjects hereof, and may not be amended or modified, except by a writing signed by all parties hereto or by their duly authorized representatives.

10. **Governing Law.**
    This Agreement shall be governed by and construed according to the laws of the State of Illinois of all conflicts of law rules and principles.

11. **Indemnification.**
    ASSE shall indemnify, protect, defend and hold harmless ABSA, and its directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, arising from or in connection with failure of ASSE to perform its obligations under this Agreement, or any claim related to the ASSE Documents themselves (including but not limited to their content or copyright) except to the extent such failure or claim is caused, directly or indirectly, by ABSA or its officers, directors, employees or agents.

    ABSA shall indemnify, protect, defend and hold harmless ASSE, and its members, directors, officers, employees and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including without limitation, reasonable attorneys’ fees, court costs and other legal expenses, arising from or in connection with the failure of ABSA to perform its obligations under this Agreement except to the extent such failure is caused, directly or indirectly, by ASSE or its officers, directors, employees or agents.

12. **Severability.**
    The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms and conditions shall remain in force. Further, the term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible and in accordance with the intention of the parties.

13. **Force Majeure.**
    Neither party shall be responsible for any delay or failure in performance resulting from acts entirely beyond its control, except that nothing in this Agreement shall remove ABSA's responsibility to pay royalties to ASSE for the ASSE Documents sold by ABSA.
14. **No Assignment.**

Neither Party may sublicense, assign or otherwise transfer, whether by operation of law or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other Party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative hereinafter identified.

**AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE)**

by  
Fred Fertman, Secretary & Executive Director  
Date: 2/14/2014

by  
Edward J. Stygar, ASSE Executive Director  
Date: 2/19/2014