



PAXIS Master Services Agreement for Client Success

Dear PAX Participating Organization,

Welcome to PAX!


PAXIS Institute is an international prevention science company dedicated to providing well-proven prevention and intervention strategies with the highest level of replicated, behavioral and medical related outcomes. We have multiple randomized, comparative effectiveness studies following children's behavior, health, and wellbeing into adulthood. Our products and services have extensive citations for efficacy and effectiveness in the U.S. National Library of Medicine (free at www.Pubmed.gov) and in American Psychological Association's <https://psychnet.apa.org-system> (available in most libraries or universities). Our products and services are cited in multiple reports from the Surgeon General and in the U.S. Institute of Medicine Reports. Our work is largely published in the field of preventative medicine because our prevention outcomes represent some of the largest savings in medical costs, lives lost, and minimizing disabilities.

When PAXIS provides training materials, services, and/or supports, our intent is to replicate the scientifically proven benefits of our collective prevention and intervention studies in our clients' settings: schools, communities, states/provinces, Indigenous settings, and even countries. PAXIS staff realize that clients are buying our goods and services with the intent to duplicate previously proven behavioral, educational, or health outcomes. When you contract with the PAXIS Institute, you are getting three hallowed values: quality, speed, and cost. Most will tell you that one cannot have all three, but the truth is that you get all three with our products because we begin with behavioral engineering to produce the best results—starting with quality. Every one of our products or services began with careful measures of behavior change in real time. For example, PAX Quiet—one of the key evidence-based kernels in the PAX Good Behavior Game®—was developed by using stopwatches to measure how fast students could make transitions between classroom activities successfully.

We discovered that most classrooms had more than 50 transitions in a day—with each one taking 2-10 minutes on stopwatch. That ate instructional time and was the antecedent of many serious behavioral problems. After much experimentation of different methods, we landed on the use of the “peace sign” and the harmonica on a lanyard. It was magic from a behavior change perspective. That simple evidence-based kernel (not so simple to perfect) saves time, reduces stress, reduces injuries and office referrals, and improves instructional and learning efficiency.

The same was true as we perfected the ease and reliability of implementation of the Good Behavior Game® to produce the mental, emotional, behavioral and academic outcomes previously proven in our studies at Johns Hopkins University [1-19]. My colleagues and I have replicated the early and medium-term key outcomes around the world. With each passing year, we have used data to improve the materials, training methods, supports, and recipes in order to increase outcome performance and cost effectiveness.

PAXIS Master Services Agreement – October 30, 2020



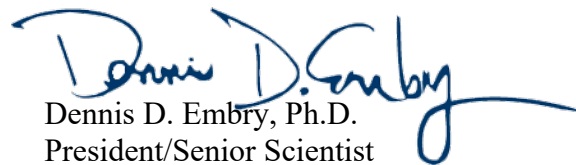
Consider how cost-effective PAX Good Behavior Game is based on the analyses by the Washington State Institute of Public Policy [20]. Per child, the cost of PAX GBG is similar to the cost of taking a child to a cheap movie, getting a soda and popcorn at the movie, and getting another soda and a slice of pizza afterwards. That is what the PAX Good Behavior Game® materials cost per child, yet a well implemented PAX Good Behavior Game® saves your child and your child's classmates from addiction (tobacco, alcohol, illegal drugs), mental illness, suicide, violent crime, teen pregnancy, and incarceration—based on our long-term studies.

With the success and proven results of the Good Behavior Game (GBG) as a foundation, we have applied the same science and principles to a variety of additional products that are essential to creating a sustainable PAX environment and to carry forward the valuable life skills of our children.

To deliver the probability of replicating previous proven results, we respectfully require our customers to prepare the groundwork for success—which we have learned over multiple trainings and implementations. The training and materials we provide have more than 50 peer-reviewed studies and papers on their effectiveness of protecting and saving the futures of children, almost all done by independent scientists unaffiliated with PAXIS.

Your organization has chosen to replicate those benefits with training, materials, data systems and support systems. We have some guidelines—from more than 20 years of experience—to improve your ability to increase peace, productivity, health and happiness in your settings, for children, schools, families, and communities.

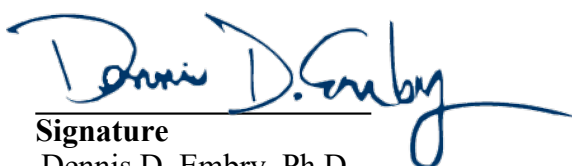
Sincerely,



Dennis D. Embry, Ph.D.
President/Senior Scientist
PAXIS Institute

This Master Services Agreement (“Agreement”) by and between PAXIS Institute LLC, located at P.O. Box 31205; Tucson, AZ 85751 (“PAXIS”) and _____, located at _____ (“Client”), is effective as of _____ (the “Effective Date”). This Agreement consists of Part A – Master Terms and Conditions for Services and Part B – Training Terms and Conditions. Once executed, Client may order services by placing one or more orders.

PAXIS Institute Inc.



Signature

Dennis D. Embry, Ph.D.
president/CEO/Senior Scientist

Print Name and Title

Organization Name

Signature

Print name and Title

PART A


Master Terms and Conditions for Services

All PAXIS Products and Services

The terms “we,” “us,” and “our” refer to PAXIS. The terms “client”, “you” and “your” refers to you, as a user of our Services

1. **Provision of Services.** PAXIS offers a number of services that include trainings, consulting, access and use of a number of mobile applications and web sites, and a variety of related materials, documentation, and reports (collectively the “Services”). You may purchase any of our services by executing a proposal that includes a scope of work and master services agreement (an “Order”). The Scope of Work will describe the services being purchased, the price, payment terms, timelines, and any other negotiated terms. All Orders are governed by this Part A – Master Terms and Conditions for Services and Part B – Training Terms and Conditions, if applicable.
2. **Your Rights to Use Our Services.** Subject to your compliance with our Terms of Use, PAXIS grants to you a limited, non-transferable, non-sublicensable, non-exclusive license during the Term to 1) access the sites and apps that make up the Services in order to use the sites and apps in accordance with their functionality and any related documentation; 2) to use any materials provided within these sites and apps or separately by PAXIS; and 3) to generate and use reports as allowed by the functionality (collectively, the "Use Rights").

You expressly acknowledge and agree that your Use Rights are subject to the following conditions: 1) You shall not copy, modify, duplicate, publish, distribute, display, create




derivative works of, or alter physical or electronic characteristics of the Services or any related materials or reports unless expressly permitted, as indicated in the documentation; 2) You agree to use the Services and related materials and reports in accordance with the Terms of Use and all federal, state and local laws and regulations.

3. **Data Privacy.** PAXIS is committed to maintaining robust privacy protections for its clients. Our Privacy Policy (“Privacy Policy”), which can be found at www.goodbehaviorgame.org, is designed to help you understand how we collect, use and safeguard the information you provide to us and to assist you in making informed decisions when using our Services.
4. **Invoicing.** PAXIS will invoice Client for Orders as they are delivered unless other arrangements are made in writing. Invoices will be delivered electronically to the individuals identified in the scope of work.
5. **Payment.** Payment is due within 30 days of the invoice date unless otherwise agreed in writing. You agree to pay all invoices within the agreed upon time period . In the event payments are not received by us when due, we may (i) suspend performance for all Services until payment has been made in full, and (ii) we may charge you interest at a rate of 1.5% per month until we receive payment in full. You shall have no right to offset any amounts due or to become due to us. You shall notify us in writing of any amounts disputed in good faith within 10 days of receiving the invoice. Such notice shall include the invoice number in dispute, the item(s) and amount(s) disputed, and a complete description of the basis for disputing the charge. Notice of any disputed invoice amount shall not release you from the obligation to pay any undisputed balance of the invoice. Any portion of an invoice not disputed within 10 days shall be deemed accepted by you and all such disputes arising thereafter shall be waived.
6. **Taxes and Other Charges.** Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between PAXIS and Client shall be the responsibility of the client and is not included in prices quoted or invoiced unless specifically stated to the contrary. In the event we are required to pay any such tax, fee, or charge, you shall promptly reimburse us therefor.

7. CONFIDENTIALITY


- a. **“Confidential Information”** means without limitation, any deliverable(s), as well as any information regarding software programs and/or customer data, and any and all technical and non-technical information, including trade secrets, know-how, firmware, designs, schematics, techniques, plans or any other information relating to any research project, work in process, future development or work contemplated by either party; any scientific, engineering, manufacturing, marketing or business plans or financial or personnel matters relating to either party or its present or future products; the existence and terms of this Agreement; and any other information disclosed or otherwise provided orally or in writing by either party to the other party, that a reasonable person



would consider to be confidential, shall be referred to herein as “Confidential Information.” Confidential Information may include information that is owned by third parties, and which has been disclosed to a party to this Agreement, subject to that party’s duty of preserving its confidentiality. Under no circumstances may either Party disclose any Confidential Information of the other party to any third party (including, but not limited to, competitors, industry analysts, press or media), other than its subcontractors and/or agents who have been bound to provisions of confidentiality with regard to the Confidential Information that are in substance the same as the provisions of this Section 6. Confidential Information disclosed by the Parties shall be used only for the purposes of performing the work specified in an Order, and for evaluation of future work or business relationships that the parties may contemplate, and for no other reasons.


- b. **Confidential Information.** Each Party will at all times, both during the term of this Agreement and for five (5) years thereafter, keep in confidence all of the other Party’s Confidential Information disclosed hereunder. Each Party will maintain the confidentiality of the other party’s Confidential Information, using not less than a standard of care that an ordinary prudent business would exercise to maintain the secrecy of its own confidential information. The Parties acknowledge that a breach of this Section 6 may cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, the Parties agree that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party will have the right to seek immediate injunctive relief in the event of a breach of this Section by the other party or any of its officers, employees, subcontractors or other agents.
- c. **Exceptions to Confidential Information.** Confidential Information will not include information to the extent that: (i) such information is or becomes publicly available other than through any act or omission of either Party in breach of this Agreement; (ii) such information was received by the receiving party, from a third party who did not at the time of disclosure bind the receiving party to an obligation of confidentiality with regard to such information; (iii) such information was rightfully in the possession of the receiving Party at the time of the disclosure and not subject to other confidentiality provisions between the parties; (iv), such information was independently developed by the receiving Party’s employees, agents, or subcontractors who did not have access to the Confidential Information or; (v) any applicable regulation, court order or other legal process requires the disclosure of Confidential Information, provided that, prior to such disclosure, the disclosing party will give notice to the other party so that the other party may take reasonable steps to oppose or limit such disclosure. The burden of proof that Confidential Information falls into any of the above exemptions will be borne by the Party claiming such exemption.

General Knowledge. Notwithstanding any other provision of this Agreement, each party will be free to use for itself and for others in any manner the general knowledge, skill or experience




acquired by that party in the course of this Agreement, including using that knowledge, provided that said use does not violate the provisions of this Section 6.

8. **Term.** This Agreement shall remain in force and govern all subsequent Orders until terminated according to Section 9.
9. **Termination.** In addition to any remedies that may be provided in this Agreement, either Party may terminate this Agreement or any specific Order issued under this Agreement: (i) if the other Party fails to cure any breach of this Agreement or a specific Order within 30 days after receipt of notice of such breach; (ii) if the other Party becomes insolvent, voluntarily files a petition for bankruptcy or for reorganization, fails to have dismissed within 60 days of filing any involuntary petition in bankruptcy or reorganization, makes an assignment for the benefit of creditors, obtains the appointment of a trustee or receiver, or the occurrence of any equivalent event under applicable law; or (iii) upon 30 days' notice to the other Party.
10. **Intellectual Property.** You acknowledge and agree that PAXIS and our licensors retain ownership of all intellectual property rights of any kind related to the Services and related materials and documentation, including applicable copyrights, trademarks, and other proprietary rights. You further agree that ***PAXIS owns all intellectual property rights in any deliverable or derivative works created under any Order, unless otherwise stated in the applicable Order.***
11. **Limited Warranty.** PAXIS warrants that, as of the date of performance, the Services will be performed in a professional, workman-like manner. Except for the warranties expressly set forth in this agreement, PAXIS makes no other warranty, including without limitation any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.
12. **Limitation of Liability.** Neither Party will be liable to the other for, and each Party hereby waives and releases any claims against the other Party for, any special, indirect, punitive, exemplary, incidental, consequential or similar damages or any actual or alleged lost revenues, lost profits, or loss of prospective economic advantage resulting from performance of, or failure to perform under, this Agreement, whether arising out of breach of contract, negligence, tort, strict liability, products liability, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event will the total, aggregate liability of either Party under any Order exceed the price for the Services for which liability is claimed. The Parties agree that these limits of liability shall survive and continue in full force and effect despite any termination or expiration of this Agreement. Some jurisdictions limit or do not permit disclaimers of liability so this provision may not apply to you.
13. **Force Majeure.** Any delay or failure of either Party to perform its obligations under this Agreement, except for the payment for Services already rendered, shall be excused if and to



the extent caused by acts or circumstances beyond the reasonable control of such Party, including, without limitation, acts of God, fire, flood, windstorm, earthquake, explosion, action of regulatory agencies, riot, strikes, lockouts, labor disputes, epidemic, national emergency, war, invasion or hostilities, sabotage, failure of public utilities, or inability to procure materials, equipment, or sufficient personnel (collectively, a “Force Majeure Condition”). Both parties shall provide prompt notice to the other Party of any such delay and shall work diligently to remove such cause or causes. In the event such Force Majeure Condition exists for more than 30 days, Client shall have the right to terminate the Order upon notice to PAXIS.


14. **Evaluations.** As a scientific company, PAXIS encourages users and funders to engaged in both replication and original scientific studies to improve the wellbeing of children, adults, communities, and the larger world. In the event that Client wishes to conduct an evaluation of any of PAXIS’ Services, you agree to obtain our prior written approval so that we may provide updated information to the Client with unpublished work-in-progress, new publications or existing findings and methods that would be advantageous for the Client’s efforts. This is not about prior restraint, rather about leveraging the best science. All evaluation plans shall include, at a minimum, the following elements: a methodology, ethics/human subjects review as required, what will be measured, timelines, and any compensation to be paid to participants.
15. **Independent Contractors.** For purposes of this Agreement, each Party is, and shall perform this Agreement as, an independent contractor and nothing in this Agreement shall create, or be construed to create, any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. All persons employed by each Party shall be employees or subcontractors of that Party only and shall not be deemed employees or agents of the other Party for any purpose. Each Party assumes exclusive liability for all contributions, taxes, or payments required to be made on behalf of its employees or subcontractors by any federal, state, or local laws. Neither Party, nor anyone employed by it, shall be, represent itself as, act as, purport to act as, or be deemed to be, the agent, representative, employee, or servant of the other Party, except for the agency relationship that may exist under the Family Educational Rights and Family Act and the Protection of Pupil Rights Amendment (“FERPA”) as more fully set out in our Privacy Policy, Section 3. PAXIS shall exercise, at all times, exclusive control over the operation and activities of all its employees, agents, and subcontractors. Neither PAXIS nor Client shall have any authority to employ any person as an employee, agent, or subcontractor for or on behalf of the other. At no time shall PAXIS be identified as a grant recipient but rather as an independent contractor to a grant recipient— unless there is a cooperative research agreement between PAXIS and the Client.
16. **Governing Law.** All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the state of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the state where Services were rendered or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.
17. **Change Orders.** Client may request changes to the deliverables provided by PAXIS pursuant to any Order by submitting a written request to us referencing the applicable Order and setting forth in detail the requested changes to the Services. We will use commercially reasonable



efforts to accommodate any such request. We shall promptly advise you in writing of the reasonable effect on price and delivery date, if any. We shall not be required to institute any change until the Parties have agreed to an equitable adjustment to the price and/or delivery date if applicable. In the event that such request is approved by us, the change to the deliverables shall be documented in a written change order signed on behalf of both Parties. NFI Part A.

PART B
Training Terms, Conditions and Rationales
Good Behavior Game (GBG) Trainings

1. All training requests must be made **at least 4 weeks prior** to the requested training date.
This avoids rush charges, higher travel costs, helps match presenters to sites, and provides better inventory management to ensure materials are available and delivered in a timely and cost-effective way.
2. All districts **and** all attendees at a training must be identified **no later than** two-weeks before the event.
This is important for registration planning, and presenter preparation for any unique concerns or objectives of the participants.
3. A fee of 25% in addition to any incurred expenses (i.e. trainer travel, etc.) may be assessed if the training is canceled by funder **within 3 weeks** of the scheduled training date, at PAXIS sole discretion.
PAX GBG trainings follow North American and European school calendars, and it may not be possible to resell previous bookings.
4. Failure to provide necessary training logistics **at least 3 weeks prior** to training date may result in cancellation of the training by PAXIS Institute. This information includes, but is not limited to:
 - a. Verifiable UPS (United States & Canada) shipping address and receiver contact (name and title) information, including email, office phone # and mobile phone #. Orders outside the U.S. require additional information
*UPS is our contracted shipper, and these details must in the shipping info for UPS to accept and deliver our products.
If the shipment is to a non-US destination, we will need additional information for customs brokerage, payable to the recipient entity or entity paying for the materials or services.*
 - b. Type and number of materials needed.
Kits are packed and shipped in a Just-in-Time model to reduce inventory costs passed on to customers.
 - c. Number of attendees
The planning and preparation for an effective training event to produce desired results is carefully planned to provide the best outcomes.
 - d. Training location; site contact information; hours of access to the location; audio/video equipment for presenter; support for any persons with disabilities attending; room layout, climate control, etc.
The training location and its hours of availability need to be clearly specified along with the equipment on site, phone or contact info in case of malfunctions of equipment, access, emergencies, etc.
5. Requests to change a training **within 2 weeks** of scheduled training date are not guaranteed and may incur late change fee of \$250 in addition to rushed delivery charges. These changes include:
 - a. Training date
 - b. Shipping address
 - c. Type of kits needed/number of kits
 - d. Number of attendees
 - e. Training location
 - f. Type of Training*PAXIS will do its best to accommodate such emergencies. However, certain time periods are heavily scheduled by sites in the United States, Canada and Europe. Such changes simply may not be possible to alter because of prior commitments, weather, available travel, shipping logistics, or other exigencies.*

- 
6. **No materials will be shipped without an accepted Proposal (Order), purchase order, or express** written approval from a corporate officer of PAXIS Institute.

This is simply good practice for the protection of both PAXIS and its clients.

7. All training participants must be registered by site or funder via PAXIS Institute Registration System **at least 5 business days prior** to training date.

There many behind-the-scene preparations to ensure an incredible learning experience. We aim to reduce confusion and hurt feelings at registration, or a poor learning experience for the attendees.

8. Registration sign in sheet must be downloaded, printed and provided to trainer on the day of training.

This enables our presenters to meet, greet, and make sure that attendees have full access to web-based services, and receive appropriate credit for attending. This also helps in case of a last-minute replacement attendee.

9. No more than 40 participants may be trained without express written approval from PAXIS Institute contract manager (PAXIS Trainers are not authorized to approve additional participants).

Significant research shows that more than 40 attendees (class size) significantly reduces comprehension and implementation quality. There are many activities that require interaction for mastery during the training. If learning, comprehension and implementation are compromised, the contracting entity will not likely get the proven results PAX GBG is famous for and why people buy our products and services. We do have an online course that is proven effective, if needed, for additional persons needing to learn PAX GBG. The on-line course has comparable effects as an in-person training on the proximal outcomes that predict the long-term outcomes.

- a. Trainings that contract for fewer than 40 participants may add additional participants up-to 40 within 2 weeks of training date, however this change is subject to the terms of Item 6.

Such participants will require materials, which will have to be shipped separately from the original order and may incur added costs for expedited shipping and delivery.

- b. Additional 2 participants in an adjunct capacity (non-classroom teachers) for total of 42 participants may attend training at no additional cost to the funder.


PAXIS specifically encourages building administrators or key support staff or district staff to attend for sustainability and programmatic integration in order to maximize short-term and long-term results. The additional two people may not be teachers who are expected to implement PAX GBG, but rather staff or community persons who are in a supportive role of implementation.

- c. If additional participants are approved in advance by PAXIS, the contract payor will be charged a supplemental registration fee of \$250 per participant for every participant over 42.

This is protection of PAXIS' implementation integrity and fidelity to produce the extraordinary, proven results to reduce lifetime mental, emotional and behavioral disorders as well as increase educational and other outcomes.

- d. Any participant in attendance not registered prior to training date, must be registered the day of the training in the PAXIS Institute Registration System.

Access to powerful supplemental materials, web-based assets, PAX Up! and access, certificates of attendance require this information. Without such registration, the attendee will not be able to fully participate in the activities and learning.

- 
10. Training may be canceled at the expense of the funder if appropriate equipment is not present and working or appropriate space is not provided (see attached specifications). The Invoice(s) will include all delivered items contained in the Order, including trainer travel, professional services and shipping.

The aim of a PAXIS training is to create measurable peace, productivity, health and happiness for both the attendees and the people they may affect using PAXIS' proven programs and strategies. Well implemented PAXIS' strategies—resulting from effective training experiences—can have a Return on Investment (ROI) of 60-to-1. An ineffective training and learning situation can even increase the risk of morbidity and mortality if the attendees have not properly learned the scientifically proven procedures to use. If you do not have proper equipment, please advise ASAP so that we can secure the appropriate resources. If you do not have appropriate space for the training, please advise PAXIS. We have found that community organizations, hotels and other venues will provide such space at a nominal or not cost because of the benefits of PAX GBG to the community.

11. All training participants must receive a PAX kit appropriate to their role in PAX Implementation: PAX GBG Plus Kit (Teacher), PAX Administrator Tool Kit (Principal/Administrator/certified staff), PAX EA Tool Kit (Paraprofessional /Educational Aide).

These materials are of very high quality in content, design and utility. This ensures that people using the materials and strategies are successful.

12. Duplicating any PAX kit or materials therein, unless specified as a reproducible) is not permitted and is in violation of copyright.

Your registration for the training provides access to certain materials and reproducibles. If you have a special need to reproduce something, please contact PAXIS. If you have a creative idea, please share the idea with us at info@paxis.org, and we will contact you. We also stock inexpensive replacement supplies should you require them. If your site wishes to use the PAX Good Behavior Game® logo or related visual images for public-relations, your school website, etc., please contact PAXIS to receive a royalty-free license with the specifications of use.

13. Participant lists for trainings are available upon request **5 business days after** the completed training

These lists are sometimes required by funders or accreditation entities.