

ICOR Organizational Resilience Capability Assessment **TERMS OF USE AND END USER LICENSE AGREEMENT**

Date of Agreement: MONTH, DATE, YEAR

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Materials. Organizational Resilience Capability Assessment Tool in Excel format.

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a. This Agreement shall be effective on the Effective Date with no termination date unless License is terminated.

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7. **Disclaimer of Liability.** Licensor shall not be liable for any (a) special, indirect, incidental, punitive or consequential damages, including loss of profits, arising from or related to a breach of this agreement or the distribution or reproduction of the member OR Capability Assessment by licensee including such damages without limitation, as damages arising from claims against licensee by third parties, even if licensor has been advised of the possibility of such damages or (b) claims made a subject of a legal proceeding against licensor more than two years after any such cause of action first arose.

8. **Limitation of Liability.** Notwithstanding any other provision of this agreement, licensor's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise shall be limited to direct damages not to exceed the amounts actually received by licensor under this agreement.

9. **Incorporation.** This Agreement constitutes the entire understanding and agreement between the parties with regard to the subject matter herein, and the parties further agree that this Agreement expressly supersedes any and all prior agreements or communications between the parties, whether oral or written, in connection with the subject matter hereof. This Agreement may not be amended, modified or changed except by a writing executed by both parties hereto.

10. **Partial Invalidity.** In the event that any portion of this Agreement shall be unenforceable in whole or in part, said provision shall be limited or curtailed to the extent necessary to bring it within the requirement of present or future law, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.
11. **Waiver.** None of the terms of this Agreement, including this section, or any term, right, or remedy herein shall be deemed waived unless such waiver is in writing and signed by the party to be charged therewith. No written waiver shall excuse the performance of any act other than as specifically referenced therein, and no waiver shall be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof.
12. **Indemnity.** Licensee agrees to defend, indemnify and hold harmless Licensor, against all claims and actions resulting from any property damage, personal injury or loss of business sustained by anyone, as a result of Licensee’s use, distribution and/or presentation of any of the above Materials, including but not limited to, defending Licensor against and holding Licensor harmless from any claims, suits, loss and/or damage (including, but not limited to, attorney’s fees and costs) arising out of the use, distribution and/or presentation of any of the above Materials by Licensee’s agents, employees and/or members.

Each person signing below represents that he or she has read this Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the Party indicated below by his or her name, and agrees on behalf of such Party that such Party will be bound by those terms.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized representative on the day and year first written above.

COMPANY/INDIVIDUAL

The International Consortium for Organizational Resilience (ICOR)

(Signature)

By: _____
Title _____
Date: _____

(Signature)

By: Lynnda M. Nelson
Title: President, ICOR
Date: _____