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"Caveman Rock was created by Deanna Rhinehart and Justin Morken."

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A. Insurance. Licensee, at its own cost and expense, shall maintain and keep in force, commercial general liability and property damage insurance against claims for personal injury and/or death, and property damage occurring on or about the Licensee Institution. Upon request, certificates of all such insurance, providing evidence of such coverage, shall be submitted to Licensor as provided herein. Insurance shall be provided by a company licensed to do business in the state of Idaho and acceptable to Licensor. The policy or policies listed above shall provide at least a combined single limit of \$1 million per occurrence and, if an aggregate policy, it shall provide a minimum of \$2 million.

B. Indemnification. Licensee agrees to and shall indemnify and hold harmless Licensor, and its directors, officers, employees, volunteers, agents and assigns, individually and collectively, from and against all fines, suits, claims, demands, actions and liability, loss, theft, damage, costs or expenses (including without limitation reasonable attorneys' fees and costs through and including appeals) arising from or as a result of the death of a person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Licensee Institution. Licensee further agrees to indemnify and hold harmless Licensor, and its directors, officers, employees, volunteers, agents, and assigns from any and all liability, claims, costs, actions, expenses including reasonable attorneys' fees and court costs that may arise out of or in any way connected to or incurred directly or indirectly from breach of any and all license agreements and/or a copyright infringement lawsuit or any breach of the representations, warranties, or agreements contained in this Agreement. Furthermore, Licensee agrees to indemnify and hold Licensor, and its directors, officers, employees, volunteers, agents and assigns harmless from any and all claims, losses, liabilities, damages, or expenses incurred as a result of any violations of such intellectual property rights or the laws relating thereto. The obligations of Licensee under this Paragraph shall not in any way be affected by the refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Licensee Institution. If any claim, action or proceeding is made or brought against Licensor by reason of any event which is the subject of Licensee's foregoing indemnity, then, upon demand by Licensor, the Licensee, at its sole cost and expense, shall resist or defend such claim, action or proceeding in Licensor's name. Notwithstanding the foregoing, Licensor may engage its own attorneys to defend it or to assist in its defense, and Licensee shall pay the reasonable attorney's fees, costs and disbursements incurred.

6. Compliance with Laws, Policies and Procedures.

A. Compliance with Laws. Licensee shall obey and comply with all applicable policies and procedures, rules and regulations of all governmental authorities, safety and fiscal procedures, laws, ordinances, and statutes. Compliance shall include, without limitation: (i) obtaining all applicable permits and licenses, (ii) paying all applicable taxes, (iii) obtaining and paying for all music and performance rights.

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C. Americans with Disabilities Act Compliance. Licensee shall comply with the Americans with Disabilities Act.

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If to the Licensor:

Deanna Rhinehart, President
Advanced Ed Solutions, Inc.
603 West 1st Street
Fruitland, Idaho 83619

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