

CO-DEPENDENTS ANONYMOUS, INC PUBLICATION AND DISTRIBUTION COPYRIGHT AND TRADEMARK LICENSE AGREEMENT

I. GENERAL

A. This document serves as a **renewal of the 2019** Publication and Distribution Copyright and Trademark License Agreement (Agreement) which is entered into between Co-Dependents Anonymous, Inc., an Arizona Corporation located at P.O. Box 33577, Phoenix, AZ 85067 (LICENSOR hereafter referred to as CODA, INC) and **CoDA Colombia**, a Legal Entity created and existing separate from any individuals, located at **Calle 49 N° 15 -40 Local 1, Bogota, Columbia** (LICENSEE hereafter referred to as PUBLISHER.)

Literature published and distributed by the above PUBLISHERS may be accessed by contacting the publisher as follows:

www.codacolombia.org, tesoreria@codacolombia.org, or codacolombiaosg@gmail.com

B. This Agreement governs, among other things, the PUBLISHER'S publication and distribution of CoDA, INC'S copyrighted publications, the list of which publications to be published and distributed under this agreement is listed in Section II, A. of this agreement ("Licensed Materials"). This Agreement also governs the PUBLISHER'S use of "CODA," U.S. Reg. No. 1,671,038; "CODA," U.S. Reg. No. 4,058,982; "CODA Logo," U.S. Reg. No. 1,672,568; "CO-DEPENDENTS ANONYMOUS," U.S. Reg. No. 4,015,664; "CODA," International TM Reg. No. 1070898; "CO-DEPENDENTS ANONYMOUS," International TM Reg. No. 1070327; "CO-DEPENDENTS ANONYMOUS," Canada TM Reg. No. TMA849218; "CODA," European Union TM Reg. No. 1070898; "CODA," Norway TM Reg. No. 1070898; "CODA," Japan TM Reg. No. 1070898; "CO-DEPENDENTS ANONYMOUS," European Union TM Reg. No. 1070327; "CO-DEPENDENTS ANONYMOUS," Japan TM Reg. No. 1070327; "CODA," Mexico TM App. No. 1334217; "CODA," Mexico TM App. No. 1355797, and all other related or similar registered trademarks and pending trademark applications throughout the world owned by CoDA, INC (collectively, the MARKS). By signing below, the LEGAL ENTITY acknowledges that CoDA, INC has been using the MARKS in commerce in the country(ies) in which the PUBLISHER is located and that any use by the PUBLISHER of the MARKS under this Agreement inures to the benefit of CoDA, INC.

II. GRANT

A. Upon the terms and conditions set forth in this Agreement, CoDA, INC grants to the PUBLISHER a royalty bearing, nonexclusive right, license, and privilege to copy, publish, and distribute copies of the Licensed Materials in paper form only and/or electronically. The list of CoDA, INC'S publications covered by this Agreement are as follows:

CoDA Seal

Books

1003 CoDA Book - Pocket Edition

1011 In This Moment Daily Meditation Book

6005 Twelve Steps & Twelve Traditions Workbook

Booklets

- 7001 Affirmations
- 4022 Building CoDA Community: Healthy Meetings Matter
- 4020 Carrying the Message - Living the Twelfth Step
- 4017 Common Threads of Codependency
- 4101 Newcomers Handbook
- 4021 Peeling the Onion
- 4023 Sponsorship: What's in it for Me
- 4016 Tools for Recovery
- 4103 Twelve Steps Handbook

Pamphlets

- 4002 "Am I Codependent?"
- 4003 "Attending Meetings"
- 4005 "Communication and Recovery"
- 4104 "Establishing Boundaries in Recovery"
- 4004 "Sponsorship in CoDA"
- 4001 "Welcome to CoDependents Anonymous"
- 4010A/B "What is CoDA?"
- 8000 Welcome Chips
- 9000 Medallions

Newly requested material to publish:

1. Twelve Piece Relationship Toolbox - 4024S
2. Traditionally speaking: finding solutions - 4025S
3. CoDA Prayers - 7003S
4. Manual of Experiences with Non-Interference- SKU: 4018S
5. Decision making - 4019S
6. Carry the message: live the Twelfth Step - 4020S

New item: Joy in Recovery – Coloring book

New Item 1: CoDA Conference Endorsed Literature is Vital (awaiting copyright)

New Item 2: Prayer for Healing (awaiting copyright)

New Item 3: Prayers for Traditions (awaiting copyright)

- B. CoDA, INC also grants to the PUBLISHER(S) a limited right, license, and privilege to affix the MARKS to the copies of the Licensed Materials made under this Agreement.
- C. The license hereby granted extends only to the PUBLISHER and not to any person, affiliated organization, employee, relative, or immediate family member of officers/ publishers other than organizations and/or individuals which PUBLISHER has contracted with to carry out the printing of the Licensed Materials. The license of the MARKS provides only the right to affix the marks to the list of publications set forth in Exhibit A and no other rights.
- D. This Agreement does not restrict or limit CoDA, INC's rights to utilize the Licensed Materials or the MARKS in any manner whatsoever.
- E. Title to the Licensed Materials and the MARKS remains in CoDA, INC and nothing in this Agreement should be construed as conveying any interest in the Licensed Materials or the MARKS to any PUBLISHER or any third party. No PUBLISHER is granted rights to translate or create any derivative works of the Licensed Materials by virtue of this Agreement.

F. The term of the license granted hereunder is for a period of **5 years** from the Effective Date of this Agreement. If PUBLISHER does not obtain a Publication Distribution Copyright Trademark License Agreement Renewal Authorization from the Translation Management Coordinator of CoDA, INC, executed by CoDA, INC, and if PUBLISHER does not execute and return the Publication Renewal Authorization to the CoDA, INC within six years from the Effective Date, this Agreement will terminate.

G. PUBLISHER agrees to provide a report annually of total sales as well as sales of each of the individual publications listed in Section II, A. The report shall contain the number of documents sold for each publication as well as total gross revenue of sales (minus shipping and handling) for all publications.

7th Tradition Donations are due and payable on the anniversary date of this Agreement with the submission of the annual report of sales.

The following formula, based upon sales, is **suggested** for 7th Tradition Donations to CoDA INC:

Year 1 - \$10 (US)

Year 2 and 3 - \$50

Year 4 & 5 - \$100

Beginning year 6, and every year following, donations will be based upon sales:

If sales are less than \$5,000 (USD), = \$100 (USD)

If sales are between \$5,000 and \$9,999 (USD)= 2% of sales, excluding tax, shipping, handling

If sales exceed \$10,000 (USD) = 5% of sales, excluding tax, shipping, handling.

CoDA, INC will provide LEGAL ENTITY with a receipt indicating the amount received. All payments and documents shall be sent to CoDA, INC at its address indicated above or be made electronically at CoDA.org.

III. **QUALITY CONTROL**

A. The PUBLISHER acknowledges that the MARKS have come to signify a high level of quality to the purchasing public. The parties further agree that it is important to both parties and to the purchasing public that the goodwill in the MARKS be retained and enhanced, and that the provision of quality products and services under the MARKS is the essence of this Agreement.

B. The PUBLISHER agrees to maintain at all times a consistent level of quality of products, and services provided to end users (hereinafter referred to as "Acceptable Level of Quality") under the MARKS. This level of quality shall be mutually agreed upon between CoDA, INC and the PUBLISHER.

C. CoDA, INC shall have the right at any time to conduct during regular business hours an examination of the treatment, products, and services offered by the PUBLISHER to ensure they meet the Acceptable Level of Quality. If at any time CoDA, INC determines that the PUBLISHER'S products or services fail to be of the Acceptable Level of Quality, CoDA, INC shall notify the PUBLISHER and the PUBLISHER shall make such changes as mutually agreed.

IV. MARKING

A. The PUBLISHER shall comply with reasonable conditions set forth in writing from time to time by CoDA, INC with respect to style, appearance, and manner of use of the MARKS being affixed. The PUBLISHER shall always use the TM or ® symbol in connection with the corresponding one of the MARKS being used to indicate that trademark rights are being asserted by its use. Upon receiving notice from CoDA, INC that CoDA, INC'S application for registration has matured into a registration, the PUBLISHER shall promptly change the symbol associated with the mark to the ® symbol. Upon notification by CoDA, INC that use of either symbol is missing, incorrect or unacceptable, the PUBLISHER shall promptly correct its use. In addition, the PUBLISHER agrees to affix all copyright notices provided by CoDA, INC on all copies of each of the Licensed Products published and distributed by the PUBLISHER.

V. POLICING

A. The PUBLISHER shall promptly notify CoDA, INC in writing in the event it becomes aware of any third-party infringing, misusing, diluting, derogating, or otherwise violating CoDA, INC's rights in the Licensed Products and the MARKS.

VI. ASSIGNMENT & SUBLICENSING

A. No PUBLISHER shall assign, sublicense, or otherwise transfer any rights granted under this agreement without the prior written consent of CoDA, INC.

VII. TERMINATION AND EXPIRATION

A. For purposes of this Agreement, the term "Default" shall mean the failure of a PUBLISHER to fully and timely perform any of its obligations under this agreement (including the failure to make **suggested** 7th Tradition Donations as agreed, provide annual reports of sales, or properly affix the MARKS), which failure continues for thirty (30) days after written notice to the PUBLISHER from CoDA, INC, reasonably specifying such failure;

B. The license granted to the PUBLISHER under this Agreement together with any and all rights of that PUBLISHER shall terminate ("Termination") upon the first of: (1) a date of Termination given in a written notice by CoDA, INC to that PUBLISHER following a Default, but in no event sooner than sixty (60) days following the Default; (2) the end of the Term in Section II.E of this Agreement; (3) upon a date of Termination given in a written notice by that PUBLISHER to CoDA, INC following receipt by CoDA, INC of all Licensed Materials provided to and/or held by that PUBLISHER.

C. Notwithstanding any Termination, the obligations of the PUBLISHER set forth herein shall survive this Agreement and shall remain in full force and effect in accordance with their respective terms, without modification, limitation or impairment of any kind.

VIII. WARRANTIES

A. CoDA, INC warrants that it is the owner by assignment or the PUBLISHER of the works of authorship comprising the Licensed Materials and the owner of the MARKS. CoDA, INC agrees to

indemnify and hold harmless the PUBLISHER, its successors, assigns and PUBLISHER, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with any breach of any representation or warranty made by CoDA, INC herein.

IX. CHOICE OF LAW AND FORUM

- A. The terms of this Agreement shall be governed and construed in accordance with the laws of the State of Arizona, without giving effect to its conflict of law principles. Any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Maricopa County, Arizona. The parties consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

X. INTEGRATION

- A. This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between them, oral or written. The parties acknowledge that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party, person or entity whatsoever, prior to the execution of this Agreement.

REMAINDER OF THIS PAGE PURPOSELY LEFT BLANK

In WITNESS WHEREOF, the parties execute this Agreement as of the signature of the 2nd CoDA Board Officer.

LEGAL ENTITY Board Officer 1
-or-PUBLISHER 1

Lina Marcela Salazar

Full Legal Name

DocuSigned by:

Lina Marcela Salazar

DF85F88534A54AC...

Signature

LMS

Title

12/9/2022

Date in YYYY-MM-DD format

LEGAL ENTITY Board Officer 2
-or-PUBLISHER 2

Mariana Bibiana Vélez

Full Legal Name

DocuSigned by:

Mariana Bibiana Vélez

C184CE9A09BB4A9...

Signature

MBV

Title

12/9/2022

Date in YYYY-MM-DD format

CoDA Inc. (Arizona, USA) Board Officer 1

Gail Selter

Full Legal Name

DocuSigned by:

Gail Selter

F9B1F6A6A1934A3...

Signature

CoDA Inc Chair

Title

11/21/2022

Date in YYYY-MM-DD format

CoDA Inc. (Arizona, USA) Board Officer 2

Katherine Tortorici

Full Legal Name

DocuSigned by:

Katherine Tortorici

80FB521ED1C9455...

Signature

Katherine Tortorici

Title

11/22/2022

Date in YYYY-MM-DD format