

DESIGNED LEARNING INC. LICENSE & INTELLECTUAL PROPERTY TERMS

Subject to execution of and compliance with this Agreement, Designed Learning Inc.® (“Contractor”) will grant a limited, non-exclusive, non-transferable, non-sublicensable license to Authorized Users of your company (“Company”), to use the materials provided by Contractor (“Contractor Materials”) at any training program, workshop, or coaching session (each, a “Presentation”), in conjunction with such Presentation conducted by Contractor. Company agrees that Contractor shall own and retain all right, title and interest in and to the Intellectual Property Rights* of any Contractor Materials provided to Company, as well as to the content and organization of any information delivered during any Presentation presented to Company personnel under this Agreement. Contractor Materials and Presentation content are to be used solely for internal purposes by the “Authorized User(s)” (i.e., personnel of Company who actually attend a Presentation or otherwise receive coaching pursuant to this Agreement) during participation in such Presentations, and for such Authorized User’s individual use and retention for normal and typical employment activities thereafter. Company and its personnel may not otherwise print, reuse, disseminate, copy, sell, permit others to use, or otherwise transfer, in whole or in part, any Contractor Materials or Presentation content, or permit such except with prior written permission of Designed Learning Inc.

It is further acknowledged and agreed that: (i) all materials provided at or associated with any Presentation constitute Contractor Materials that represent the pre-existing intellectual property of Designed Learning Inc.; (ii) such Contractor Materials have not been specifically made, prepared, or customized for Company; and (iii) unless specifically agreed to in writing, prior to delivery, by an authorized representative of Designed Learning, no Presentation content or Contractor Materials provided by Contractor to Company in connection with a Presentation shall be deemed a “work made for hire,” as contemplated under Sections 101 and 201(b) of the U.S. Copyright Act.

* “Intellectual Property Rights” means, on a worldwide basis and without limitation, any and all patents (including applications, originals, divisionals, continuations, extensions, utility models and re-issues), copyrights (including all registrations and applications therefor), trade secrets, marks (including logos, trademarks, trademark applications and registrations, service marks, design marks, and all trade dress associated therewith), internet domain names, moral rights, and all other proprietary and intellectual property rights.