

## **PAINLESS PERFORMANCE MANAGEMENT TRAINING SYSTEM LICENSE AGREEMENT**

This Agreement is made between Management Education Group, Inc., an Arizona, USA corporation with its principal place of business at 1211 North Dustin Lane, Chandler, Arizona, USA 85226 (the "MEG") and the organization represented by the purchaser of any component of the Painless Performance Management Training System (the "Licensee").

**WHEREAS**, MEG has developed and is the owner of certain copyrights, trademarks and other tangible and intangible property rights related to the Painless Performance Management Training Systems, that may include the following components: Painless Performance Conversations/Evaluations Facilitator Guide, Painless Performance Conversations/Evaluations Workshop Slides, Painless Performance Conversations/Evaluations Participant Workbook, Painless Performance Conversations/Evaluations Application and Reflection Guide, and links to three (3) Painless Performance Conversations Demonstration Videos (collectively the "Program") and,

**WHEREAS**, Licensee desires to use the Program for training of Licensee's staff (the "Participants"); and

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein, MEG and Licensee agree as follows:

1. **License.** During the term of this Agreement, and subject to these terms and conditions, MEG hereby grants to Licensee a worldwide, non-exclusive, non-transferable, revocable, limited duration right to only use the Program in Licensee's organization to train its Participants. MEG agrees to provide the Licensee with an electronic version of the Program upon receipt of the Initial Licensing Fee.

2. **Term.** This Agreement shall remain in effect for one (1) year from the Execution Date of this Agreement (which is the date that Licensee agrees to the terms of this Agreement) (the "Initial License Term"), unless this Agreement is extended pursuant to Section 9 or terminated pursuant to Section 10.

3. **Licensee Obligations:** Licensee agrees that it will not itself or permit its Participants to: (a) publish any of the Program in aural, written, and/or digital formats as one's own; (b) reproduce, modify or translate any of the Program, and/or otherwise create derivative works based upon the Program; (c) copy or distribute the Program in whole or in part, except for those components of the Program that MEG expressly permits to be copied and distributed by MEG; (d) sublicense, rent, re-distribute, re-sell, lease or otherwise transfer in whole or in part any portion of the Program; and (e) use the terms "Painless Performance" for any use other than training its Participants during the term of this agreement.

4. **License Fees.** The initial fee for one annual license of the Painless Performance Management Training System for use by Licensee during the Initial Term to train \_\_\_\_\_ Licensee's Participants is \$\_\_\_\_\_. (the "Initial Licensing Fee"). Payment of the Initial Licensing Fee is due within (10) days of the Execution Date of this Agreement. After the Initial Term, MEG reserves the right to increase the licensing fee for any subsequent Renewal Terms.

5. **Delivery of Program Materials.** Upon execution of this agreement, MEG will electronically deliver Program documents including Facilitator Guides, Participant Workbooks, and other elements necessary to deliver the Program. In addition, MEG will send one copy of either of the accompanying books, *Painless Performance Conversations* or *Painless Performance Evaluations*, for each of the Licensee's Participants to the address specified by Licensee.

6. **All Rights Reserved.** Any and all rights not expressly granted to Licensee are expressly reserved to MEG.

7. **Ownership.** The Program and the Painless Performance terms and any and all other information and materials developed by MEG and all copies are proprietary to MEG and title remains with MEG.

(a) Licensee acknowledges that this Agreement does not grant Licensee ownership rights in the Program and terms, and that, other than the license granted Licensee under this Agreement, Licensee has no right, title or interest in the Program and terms or in any of the patents, copyrights, trademarks, trade secrets or other proprietary rights in the Program.

(b) Licensee acknowledges that the Program contains MEG's confidential and proprietary intellectual properties, which constitute trade secrets.

**8. Disclaimer.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PROGRAM AND LICENSE PROVIDED PURSUANT TO THIS AGREEMENT BY MEG ARE BEING PROVIDED TO LICENSEE "AS IS", "WITH ALL FAULTS," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MEG DOES NOT WARRANT THAT THE PROGRAM IS ERROR-FREE, OR THAT THE PROGRAM WILL MEET LICENSEE'S OR ANY OF THE PARTICIPANTS FULL OBJECTIVES, AND MEG HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF.

9. **Renewal of License.** The Licensee may renew the License for additional twelve (12) months periods (the "Renewal License Term") with notice given no less than thirty (30) days prior to the end of the Initial License Period accompanied by payment of the Annual Renewal Fee.

10. **Termination.** MEG may terminate this Agreement in the event of any breach thereof by the Licensee, which breach is not cured to the satisfaction of MEG within

thirty (30) days of written notice thereof being sent by certified mail, return receipt, or other courier service for which there is receipt of delivery. In the event of refusal to accept such notice, the Agreement shall be deemed immediately terminated. In the event of termination of this Agreement, the Licensee shall immediately cease and desist from any further use of the Program. Upon license termination, Licensee is responsible for destroying all copies of the materials that exist within the Licensee's organization, and Licensee must notify any trainer in Licensee's organization to cease use of the materials. If this Agreement is terminated, all rights and licenses granted to Licensee to use the Program under this Agreement shall immediately terminate and Licensee shall not be entitled to receive any refunds or reimbursement of amounts paid pursuant to this Agreement.

**11. Assignment.** This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. The Licensee shall not have the right to assign any rights granted to the Licensee under the terms and conditions of this Agreement without the prior written consent of MEG.

**12. Confidentiality.** The parties have certain proprietary interests in their operating practices, procedures and materials and agree not to divulge at any time any such information. All provisions of this Section 12 will survive termination of this Agreement.

**13. Enforceability.** If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any United States law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall not be affected thereby.

**14. Governing Law and Dispute Resolution.** This Agreement shall be construed and interpreted according to the laws of the United States and the State of Arizona, U.S.A. If any claim or dispute arises between the parties concerning this Agreement, its performance or alleged breach, and which is not disposed of by agreement of the parties, then the parties agree that they will participate in mediation in good faith with a private mediator mutually selected and paid for by the parties, until such time as the mediator declares an impasse, whereupon the matter shall be arbitrated pursuant to the Rules of the American Arbitration Association and an award rendered pursuant to such arbitration shall be final and binding on all parties. The parties agree that the venue for any arbitration proceeding shall be held in Chandler, Arizona, U.S.A. In any action upon this Agreement, including litigation and arbitration, the party that prevails will have all attorney's fees and costs paid by the losing party.

**15. Waiver.** No waiver of any breach of, or default under, any provision of this Agreement shall be deemed a waiver of such provision, or of any subsequent breach or default.

**16. Notices.** Any notice to be given under this Agreement shall be in writing, and provided to the following address:

Management Education Group, Inc.

1211 North Dustin Lane  
Chandler, AZ 85226  
Attn: Marnie E. Green, Principal Consultant  
Email: mgreen@ManagementEducationGroup.com

**17. Complete Agreement.** This Agreement constitutes the complete understanding of the parties. This Agreement shall not be subject to modification, or discharge, in whole or in part, except by written instrument signed by the parties.

By purchasing/subscribing to this product online or offline, you are agreeing to the terms of this agreement and thus the parties have duly executed this agreement.