

Non-Exclusive License Agreement for Use of Curriculum

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ("LICENSE AGREEMENT") CAREFULLY BEFORE PURCHASING AND USING THE MATERIALS (AS DEFINED BELOW). YOU ARE USING THE MATERIALS ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. THIS IS A LEGAL AND BINDING DOCUMENT BETWEEN YOU AND THE AMERICAN ACADEMY OF ETIQUETTE, INC. ("AAE"). BY CLICKING THE "I AGREE" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY AND BY DOWNLOADING AND USING THE MATERIALS YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

1. Licensed Materials. In conjunction with this License Agreement, the Licensee shall receive electronically the following Program Materials (Materials) for the requested Program Components indicated below:

The Manners To Go Curriculum Includes:

- Lesson plans that state the objective, activities, items needed and room set-up for each topic
 - Ready to use handouts that may be used with a Smart-board or printed
 - 2 hour training session with Lisa Taylor Richey via Skype
2. Term. Subject to payment of Fee in Section 3, this agreement shall be binding for two years from the date of the download. "Effective Date." . Prior to the expiration of the Term, Licensee can renew for an additional 2 years with \$75 payment to AAE..
 3. Fee. The fee for the licensed Materials is \$395 for Preschool, Elementary, Middle School. Fee for High School Materials is \$495.

- A. Materials shall be supplied within 7-10 days of receipt of payment.
- B. Licensee can renew this Agreement with Notice to AAE within 15 days of the expiration of the Term for an additional year at the cost of \$50.
- 4. Scope of License. Subject to the restrictions set forth in herein, it is understood and agreed that Licensee has the non-exclusive right to use the Materials as a resource to conduct programs and/or offer consultant services as an independent consultant in the areas of etiquette and dining skills for children ages 4-18.
 - a. Licensee is granted a Non-Exclusive License to duplicate the Program Materials and distribute, one copy per student, in classes or events taught by Licensee during the term of this Agreement and any renewals.
 - b. General distribution and/or Reprint of the Materials is prohibited.
 - c. The rights granted to Licensee under this under this license do not include the right to modify, make derivative works, or to otherwise change the content or illustrations contained in the materials.
 - d. Manners to Go™ should be prominently placed on any distributed materials; however, Licensee is permitted to add its own logo/name to the Materials prior to distribution to its clients.
 - e. Licensee may use the Manners to Go™ logo and hyperlink to the Manners To Go™ website in promoting and advertising its educational and consulting services.
 - f. Except for inclusion of a brief quotation in a review or news story for publicity purposes (in the event Licensee is interviewed) where credit is given to AAE, no part of the Program Materials shall be adapted, printed, published, reproduced, duplicated, distributed, transmitted, or transferred without written permission from AAE.
 - g. Licensee shall not use the Program Materials in or as the basis of a film, video, television or radio program, article, story, brochure,

book or any written published or unpublished work without the written permission from AAE.

- h. Licensee shall not sell, loan, lease or translate to another language, any Program Materials and shall not permit or sublicense others to do so.
- i. Licensee may use the Program Materials to teach etiquette programs to individuals and groups. Trainee may not use the materials to train others to teach etiquette. Trainee shall not permit others to present or teach a program using all or part of the Program Materials.

5. Relationship of the Parties. This Non-Exclusive License does not create any other legal relationship between the parties.

- Licensee is not an agent, employee, affiliate or otherwise legally connected to AAE.
- Licensee may advertise Licensee has completed the certification process to teach the *Manners To Go Train To Be an Etiquette Instructor Program* as developed by Manners To Go™ and The American Academy of Etiquette.

6. Proprietary Product and Non-Exclusivity. It is expressly understood and agreed that the Materials constitute a valuable proprietary product and trade secret of Licensor embodying substantial creative efforts and confidential information, ideas, and expressions.

- Licensee acknowledges that Manners To Go™ is a registered trademark and no authorization is given to use Manners To Go™ or The American Academy of Etiquette except as permitted herein.
- Licensee is not permitted to remove any trademark or copyright identification from the Materials.

- In the event it comes to Licensee's attention that a third party is improperly using, copying, or distributing the Materials in violation of the copyright or trademark rights of The American Academy of Etiquette or Manners To Go™, Licensee shall immediately notify Licensor in writing.
 - Licensor is permitted to license the Materials to other interested parties.
7. Title. Title to the Materials provided to the Licensee and all copies therefrom remains exclusively with Licensor and is protected by trademark and copyright laws.
 8. Breach. In the event Licensee should breach the terms and conditions of this Agreement, the rights, authorization and licenses granted herein shall immediately terminate. Upon such termination Licensee shall immediately return all Materials.
 9. Equitable Relief. Because of the unique and proprietary nature of the Materials, AAE's remedies at law may be inadequate and AAE shall be entitled to equitable relief, including without limitation, injunctive relief, specific performance or other remedies in addition to those available at law.
 10. General Indemnity. Licensee agrees to defend, indemnify and hold AAE harmless from and against any and all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever arising out of or based upon the use of the Materials by Licensee, with the exception of claims of trademark or copyright infringement.
 11. Attorney's Fees. In the event AAE must engage an attorney to enforce its rights under this Agreement, it shall be entitled to recover reasonable attorney fees.
 12. Choice of Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of

Pennsylvania. The parties hereto shall restrict themselves exclusively to the jurisdiction of courts within the Commonwealth of Pennsylvania for any controversy arising out of this Agreement.

13. No Assignment. Licensee shall not sell, assign, or sublicense any of the rights, authorizations or permission granted herein.
14. Entire Agreement. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. No modification or cancellation of any term or condition of this Agreement shall be effective unless signed in writing by both parties.

Licensee agrees that Licensee has read and understand the terms and conditions of the Licensing and Certification Agreement and will abide by these terms.