

LICENSE AGREEMENT

This LICENSE AGREEMENT is made, accepted, and entered into effective on the day of purchase (the “**Effective Date**”) by and between the purchaser (“**Licensee**”), and LAURA STACK (“**Licensor**”). Licensee and Licensor may hereinafter be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

Section 1. LICENSE

1.1 License Grant: Subject to the terms and conditions herein, Licensor grants to Licensee and Licensee accepts from Licensor a non-exclusive, worldwide, revocable, and non-transferable license (the “**License**”) under Licensor’s copyrights to Licensor’s Revizzit.com library of audios, ebooks, and videos, and other educational resources (“**Materials**”), collectively the “THE PRODUCTIVITY PRO® PORTAL,” (the “**Portal**”) under the terms and conditions stated herein. Licensee agrees that it will not utilize the Portal Materials in any manner not specifically authorized by this Agreement.

1.2 Title. Subject only to the License, Licensor shall retain all right, title, ownership, and interest, including all patent rights, trade secrets, copyrights, and trademarks, in and to the Portal Materials and all derivative works.

1.3 Limited Grant: Licensor specifically reserves all rights with respect to the Portal Materials not otherwise granted herein. Specifically, Licensor understands this License is not a certification or a train-the-trainer agreement. The Parties further agree that the Portal Materials: (i) are for single use only as a supplement to Licensee’s individual coaching services, (ii) may not be projected on a screen to a larger group or delivered as part of a training or seminar, (iii) may not be used by Licensee in such manner as to identify it as Licensee’s work, and (iv) must be delivered, displayed, watched, or shown directly from the Revizzit app.

1.4 Restrictions: Except as otherwise expressly permitted herein, with regard to the Portal materials, Licensee shall not: (i) remove any product identification, copyright, trademark or other notices, (ii) modify, incorporate, or create a derivative work of any part of the Portal Materials, including but not limited to PowerPoint slides, demonstrations, or workbooks, (iii) use the Portal for any endorsement of any product or service, (iv) perform or present any Portal Materials, (vi) include Portal Materials or Advertisements on any websites.

1.5 Seats and User Limits. Each License comes with ten seats to distribute to clients for individual use; Licensee will provide Licensor with up to ten email addresses of clients who will be using the Portal Materials. Licensee may not give out personal Portal login and password information for another person to use. The seats can’t be sold separately outside of Licensee’s private coaching services. Licensee’s clients must follow the same restrictions in this entire Section 1 binding Licensee in this agreement; the Licensee is responsible for Licensee’s clients adherence to these terms, subject to cancellation clause 2.2.

Section 2. TERM

2.1 Term: This Agreement shall commence on the Date of Purchase, and shall continue for one year (the “**License Period**”). This Agreement shall renew one year from the Effective Date (the

“Initial Term”). The License shall automatically renew at the end of the Initial Term, and the end of each successive Renewal Term, for an additional one year term (each, a **“Renewal Term”**). If either Party provides written notice to the other of such Party’s intent to terminate, no less than ninety (90) days’ notice shall be given prior to the end of the Initial Term or any Renewal Term. Licensee understands that termination of the annual renewal shall revoke Licensee’s Revizzit.com credentials, and all licensed and sub-licensed versions will be de-activated, and Portal Materials will no longer be able to be accessed. At each renewal term only, Licensee may specify the ten email addresses that should have access associated with Licensee. During the License Period, additional seats incur an additional fee.

2.2 Termination: Licensors may terminate this Agreement for cause if Licensee fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach (or immediately upon notice in case of a breach of Section 1). If Licensee files a petition in bankruptcy or is adjudicated a bankrupt or if a petition in bankruptcy is filed against Licensee or if Licensee becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law or if Licensee discontinues its business or if a receiver is appointed for it or its business, the License granted hereunder, without notice, shall terminate automatically (upon the occurrence of any such event). If the License granted hereunder is terminated in accordance with this Section 2.2, Licensors shall not be obligated to reimburse Licensee for any payment theretofore paid by Licensee to Licensors.

2.3 Effect of Termination: Sections 1.2, 1.3, 7.4, 10 and 11 shall survive termination. Upon any termination, Licensee shall immediately cease further use of the Portal Materials and so certify to Licensors. Termination is not an exclusive remedy, and all other remedies will be available whether or not this Agreement is terminated. Licensee hereby agrees that at the expiration or termination of this Agreement for any reason, Licensee will be deemed automatically to have assigned, transferred and re-conveyed to Licensors any and all copyrights, trademark or service mark rights, goodwill or other right, title or interest in and to the merchandising of the Portal Materials which may have been obtained by Licensee or which may have vested in Licensee pursuant to any endeavors covered hereby.

Section 3. ROYALTIES

3.1 Royalties: In consideration for the license granted hereunder, Licensee shall pay Licensors an annual royalty of Nine Hundred Ninety-Nine Dollars (\$999) (the **“Annual Royalty”**). The Annual Royalty for the Initial Term shall be due upon execution of this Agreement, and the royalty for each Renewal Term shall be due on the first day of such Renewal Term.

Section 4. COPYRIGHT AND TRADEMARK NOTICES

4.1 Copyright Notices: Licensee shall cause to be legibly imprinted or displayed on all advertising materials for the Portal the complete copyright notice: © Laura Stack. Licensee shall not remove or tamper with any copyright notices included in the Portal Materials.

4.2 Trademark Notices: Licensee shall cause to be legibly imprinted or displayed on all written materials for The Productivity Pro® the appropriate trademark notice, and shall affix the notice as specified by Licensors. Licensee shall not remove or tamper with any trademark notices included in the Portal Materials.

4.3 Use of Trademark granted: Licensee may identify membership in The Productivity Pro® Network on Licensee's marketing materials and website through the use and display of the authorized logo, which will be provided via email upon joining.

Section 5. LICENSORS RIGHT OF APPROVAL

Licensor reserves the right to approve the quality, style and format of Licensee's use of the Portal Materials. Such approval may be granted or withheld at any time as determined through Licensor's sole discretion.

Section 6. PROTECTION OF LICENSOR'S RIGHTS AND INTERESTS

Licensor and Licensee agree that Licensee's utilization of the Portal Materials upon or in connection with Licensee's coaching programs is conditioned upon the protection of Licensee's rights and the goodwill resulting from such use. Licensee agrees to protect Licensor's rights and goodwill as set forth herein below and elsewhere in this Agreement.

Section 7. GOODWILL AND PROTECTION

7.1 Goodwill: Licensee recognizes the great value of the publicity and goodwill associated with the Portal Materials, and in connection therewith, acknowledges that such goodwill exclusively belongs to Licensor. Licensee further acknowledges that all rights in any additional material, new versions, translations, rearrangements, or other changes in the Portal which may be created by or for Licensee, shall be and will remain the exclusive property of Licensor, subject to Licensee's rights hereunder.

7.2 Continued Protection: Licensee shall assist Licensor and/or Licensor's authorized agents to all reasonable extents requested by Licensor in obtaining and maintaining in Licensor's name any and all available protection of Licensor's rights in and to the Portal Materials.

7.3 Indemnification By Licensee: Licensee hereby indemnifies and shall hold harmless Licensor, its' agents, servants, employees and representatives, and each of them, from and against the costs and expenses of any and all claims, demands, causes of action and judgments arising out of (i) the unauthorized use or any infringement of any copyright, trade name, libel or invasion of the right of privacy, publicity, or other property right, or failure to perform, or any use of the Portal Materials, (ii) the conduct by Licensee of its instructional services, including but not limited to any claims for physical injury or property damage to any person, and (iii) the infringement or breach of any other personal or property right of any person, firm or corporation by Licensee, or Licensee's employees, agents or anyone, directly or indirectly, acting by, though, on behalf of, pursuant to contractual or any other relationship with Licensee in connection with the advertising, promotion and/or use of the Portal Materials and/or any material relating thereto and/or naming or referring to Licensor or any marks and/or elements of the Portal Materials.

7.4 No Licensor Warranty: The Portal Materials are provided by Licensor "as-is" and with all faults accepted, with no warranties, express or implied, of any kind unless specifically set forth herein. Licensor makes no representation of or warranty of any kind whether express or implied (either in fact or by operation of law) with respect to the Portal Materials or other materials provided

by Licensor. Licensor expressly disclaims all implied warranties of non-infringement, merchantability, and fitness for a particular purpose unless specifically set forth herein. Licensor makes no warranty or representation as to the amount of income or profits Licensee will derive from use of the Portal Materials. Licensee may have other statutory rights; however, to the full extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the shortest permissible duration. Moreover, in no event will warranties provided by law, if any, apply unless they are required to apply by statute.

Section 8. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

8.1 Licensor Representations and Warranties: Licensor warrants, represents and agrees that it has certain ownership rights in and has the right to grant licenses to utilize the titles and names (including the title and name “The Productivity Pro® Network”), ideas, concepts and visual representations as included in Portal Materials and to grant the rights to the Portal Materials granted Licensee in this agreement.

8.2 Licensee Representations and Warranties: Licensee warrants, represents and agrees that: (1) it will not dispute the title of Licensor in and to the Portal Materials or any copyright or trademark pertaining thereto, nor will it attack the validity of the License granted hereunder; (2) it will not harm, misuse or bring into disrepute the Licensor and/or the Portal Materials or any part thereof; (3) it will utilize the Portal Materials in an ethical manner and in accordance with the terms and intent of this Agreement; (4) it will not create any expenses chargeable to Licensor; (5) it will not enter into any sublicense or agency agreement for the sale or distribution of the Portal Materials; (6) it will offer clients the Portal only individually; (7) it will not create educational, coaching or personal development groups, workshops, documents, programs, goods, or services related to or including the Portal Materials; (8) it will not use the Portal Materials in any way that violates the guidelines set by Licensor for their use; (9) nor will Licensee harm or diminish the Portal brand as determined by the reasonable judgment of Licensor.

Section 9. REMEDIES OF LICENSOR

Licensee acknowledges that the failure of the Licensee to cease using the Portal Materials upon the expiration or earlier termination of the License granted hereunder or the failure of Licensee to fulfill its obligations specified in this Agreement, will result in immediate and irremediable damage to Licensor. Licensee acknowledges that Licensor has no adequate remedy at law for any such failure, and, in the event of any such failure, Licensor shall be entitled to equitable relief by way of temporary and permanent injunctions, in addition to such other further relief as any court of competent jurisdiction may deem just and proper.

Section 10. RIGHT TO AUDIT

On Licensor’s written request, Licensee shall furnish Licensor with a signed certification certifying that the Portal Materials are being used pursuant to the terms of this Agreement including any copy and user limitations. With prior reasonable notice, Licensor may audit a copy of the Portal Materials in use by Licensee or email sub-licensees given access. In the event the audit reveals a material discrepancy on the part of Licensee, Licensee shall pay the costs of the audit and shall pay Licensor three times the then-current royalty for any unauthorized use of the Portal Materials. This shall be without waiver of Licensor’s other remedies hereunder, including termination for breach,

injunctive relief, and monetary damages.

Section 11. GENERAL PROVISIONS

11.1 Remedies: The remedies under this Agreement shall be cumulative and not alternative and the election of one remedy for a breach shall not preclude pursuit of other remedies unless as expressly provided in this Agreement.

11.2 Notices: All notices, statements, and reports required or permitted by this Agreement shall be in writing and deemed to have been effectively given and received: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section 11.2, or (iii) when delivered if delivered personally or sent by express courier service. Notices shall be addressed as follows:

To Licensor: Laura Stack
9948 Cottoncreek Drive
Highlands Ranch, CO 80130
Fax: (303) 471-7402

To Licensee: _____

Fax: (____)_____

11.3 Waiver; Modification: No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the Licensor. No written waiver shall excuse the performance of any act other than those specifically referred to therein. No written waiver by Licensee of any provision of this Agreement or of any default shall affect the Licensor's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default whether or not similar. Licensor makes no warranties to Licensee except those specifically expressed herein.

11.4 Independent Contractor: This Agreement does not constitute and shall not be construed as constituting an agency, a partnership or joint venture between Licensor and Licensee. Unless otherwise agreed in writing, no employees, consultants, contractors or agents of one party are employees, consultants, contractors or agents of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation, except as expressly set forth herein. Neither party hereto shall hold itself out contrary to the terms of this Section 11.4, and neither Licensor nor Licensee shall become liable for any representation, act or omission of the other contrary to the provisions hereof. This Agreement shall not be deemed to give any right or remedy to any third party whatsoever unless said right or remedy is specifically granted by Licensor in writing to such third party.

11.5 Assignment: The license granted hereunder is and shall be personal to Licensee, and shall not be assignable by any act of Licensee or by operation of law. Any attempt by Licensee to assign or part with possession or control of the License granted hereunder or any of Licensee's rights hereunder shall constitute a material breach of this Agreement. Licensor shall have the right to assign

this Agreement, in which event Licensor shall be relieved of any and all obligations hereunder, provided such assignee shall assume this Agreement and all rights and obligations hereunder in writing.

11.6 Governing Law: This Agreement shall be governed in all respects by the substantive laws of the State of Colorado. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of and venue within the state or federal courts located in Douglas County, Colorado, and the parties agree to submit to the personal and exclusive jurisdiction and venue of these courts.

11.7 Headings; Gender; Plurals: The headings used in connection with the clauses and sub-clauses of this Agreement are inserted only for the purpose of reference. Such headings shall not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part thereof, nor shall such headings otherwise be given any legal effect. Terms used herein in any gender include the masculine, feminine and neuter gender, and terms used in the singular number include the plural number, if the context may require.

11.8 Entire Agreement: This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement or of any of the terms or provisions hereof shall be binding upon either party hereto unless confirmed by a written instrument signed by Licensee.

11.9 Severability: If any provision of this Agreement shall be held void, voidable, invalid, or inoperative, no other provision of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid, or inoperative provision had not been contained herein.

11.10 Rights and Remedies Cumulative: Except as otherwise provided in this contract, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy.

11.11 Clicking the ACCEPT button, and purchasing the Portal licensed upgrade, will constitute acceptance of the above terms, and act as a digital signature linked to your authorized account.