

Paterson Guide License Agreement

StratOp

This License Agreement (the “Agreement”) is made effective as of _____ (the “Effective Date”) between Paterson Center LLC, PO Box 270517, Fort Collins, CO 80527 (“Licensor”) and _____ (“Licensee”).

In consideration for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Content of Licensed Materials

The materials that are the subject of this Agreement shall consist of all written course materials, all training videos, all in-person training, electronic information published or otherwise made available by Licensor including the trademarks, service marks, copyrights, brand logos, brand guidelines, trade secrets, trade dress and all other information made available, in any form, by Licensor (hereinafter referred to as the “Licensed Materials”).

II. Grant of License

- A. Licensor hereby grants to Licensee a non-exclusive, worldwide, non-transferable, revocable license to use the Licensed Materials, in accordance with this Agreement. Use of the materials constitutes Facilitating the Paterson StratOp process with clients (or within your own place of employment). Facilitating the Paterson StratOp process means using the StratOp tools, in the way in which Licensor teaches and trains, to guide clients through the 6-phases of the StratOp process: Perspective, Planning, Action, Structure, Management, and Renewal.
- B. Licensee acknowledges that all right, title and interest to the intellectual property of Licensor including but not limited to copyrights, title to the Licensed Materials and any

trademarks or service marks relating thereto remain with Licensor. Licensor will own all rights in any copy, translation, modification, adaptation, or derivation of the Licensed Materials, including any improvement or development thereof. Licensee agrees to execute any instrument that may be appropriate to assign these rights to Licensor or perfect these rights in Licensor's name. Licensee shall not have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.

- C. Licensee agrees to adhere to Licensor's Quality Assurance Guidelines, attached as Appendix C and incorporated by reference herein.
- D. Licensee agrees to honor and do all StratOp work in line with the Paterson Center Core Values, attached as Appendix B and incorporated by reference herein.
- E. Licensee agrees that it will not adopt or use any of Licensor's trademarks or service marks in the title of any domain names or Licensee business names. Use of the Licensor marks on Licensee's website and written materials is permitted as long as Licensee follows the Brand Guidelines in Appendix A. Licensor must approve any use of Licensor's intellectual property in promotional material in advance and in writing. Licensee agrees to grant a royalty-free license to Licensor to use such promotional materials at Licensor's discretion and without notice to Licensee.
- F. Through means provided by Licensor, Licensee agrees to submit basic client information to Licensor. Basic information includes, but is not limited to, the name of the client, the date(s) of Facilitation, the fee charged, and the subsequent online playbook. Licensor commits to keeping all such information confidential.
- G. Licensee agrees to use Licensor's templates for proposals and contracts, exclusively, for work with the Licensed Materials, thereby ensuring that clients are aware of

Licensors ownership of the Licensed Materials. Signed copies of such proposals and contracts must be provided to Licensor within 10 days of execution of the documents.

- H. Licensee agrees to submit all photos of completed charts to Licensor, for the creation of the client's Playbook by Licensor. Licensee will also be given an electronic copy of said playbook. This is included as part of Licensee's License Fee.
- I. Licensee agrees to adhere to Licensor's Requirements for Graduation, attached as Appendix D and incorporated by reference herein.
- J. Licensee acknowledges that Licensor grants this License to the Licensee *as an individual*. License remains with the individual and not to any organization or entity. Such license cannot be sold or transferred.

III. Fees

Licensee hereby agrees, upon graduation from Licensor's training experience, to pay royalty fees as set forth in Schedule A to this Agreement for use of the Licensed Materials in accordance with the terms specified in this Agreement. Licensee shall keep accurate books and records of the royalty calculations. License fees must be paid at the time of ordering the playbook transcription. Playbook transcription is a requirement for each client engagement, and is included as part of the License Fee. License fees are due from each individual Licensee and Licensee shall pay license fees within 30 days of completing a StratOp. In those cases where additional license fees are owed, based on work (coaching or consulting, for example) performed by Licensee, which is predicated on the Licensed Materials, these fees can be paid when payment is received from Licensee's client.

IV. Specific Restrictions on Use of Licensed Materials

Unauthorized Use. Licensee shall not permit third parties to use the Licensed Materials.

Any suspected use of the Licensed Materials by an unlicensed third party must be reported to the Licensor immediately.

Modification of Licensed Materials. Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor. This includes, but it not limited to, incorporation of the Licensed Materials with Licensee's own works or adding Licensee's copyright notice to that of Licensor.

Removal of Copyright Notice. Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.

Proper Attribution. Licensee shall give proper attribution or notice to recipients of services that he/she has received training in these processes by Paterson Center, LLC and that the process is the protected intellectual property of the Licensor.

Required Use of Copyright Notice. Any tool or construct used in any form other than hand-written must show the following: Copyright © 2018 Paterson Center, LLC. All use of Licensor's trademarks and service marks shall be in accordance with the brand guidelines set forth in Appendix A and incorporated by reference herein.

Commercial Purposes. Other than as specifically permitted in this Agreement, that of Facilitating the Paterson StratOp process, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form. Licensee is not certified to train others in the process or in any of the specific tools within the StratOp training manual, except as expressly allowed. Reproduction or distribution of the Licensed

Materials without the express permission of Licensor is considered to be an Event of Default and cause for immediate termination of this Agreement.

V. Term and Termination

A. This Agreement shall have an initial term of one (1) year commencing on the date of this Agreement, and shall be automatically renewed for successive one (1) year terms unless either party gives the other written notice of termination at least 30 days prior to the end of the then current term.

B. Licensee acknowledges and agrees that Licensee's breach of this Agreement, or if Licensee otherwise misuses the Licensed Materials in contravention of this Agreement, such conduct shall constitute an event of default ("Event of Default") and the occurrence of an Event of Default shall constitute a material breach of this Agreement. Upon the occurrence of an Event of Default by or with respect to Licensee, Licensor shall be entitled to immediately terminate this Agreement and/or seek to recover damages from Licensee.

C. Upon Termination or non-renewal of this Agreement, Licensee shall cease use of the Licensed Materials, shall destroy all electronic copies of the Licensed Materials in the possession of Licensee, and shall return to Licensor any and all paper copies of the Licensed Material in the possession of Licensee within thirty (30) days of termination or non-renewal. Licensee shall also provide a written affidavit attesting to the fact that Licensee is no longer in possession of any Licensed Materials and is no longer facilitating the Paterson StratOp process with clients or using any derivative therefrom.

D. Upon Termination or non-renewal of this Agreement, Licensee may choose to apply to the Paterson Center for "reinstatement". This process will include completing an application for reinstatement, paying the then-current reinstatement fee, and completing a phone interview with Licensor. Fees are subject to change and are due upon formal reinstatement.

VI. No Warranties/ Limitation of Liability

THE LICENSED MATERIALS PROVIDED BY LICENSOR ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY OF ANY KIND. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LICENSOR WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

VII. Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Colorado, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the city of Denver, State of Colorado shall have jurisdiction to hear any dispute under this Agreement.

VIII. Dispute Resolution

In the event of any dispute or controversy arising out of or relating to this Agreement, with the exception of misuse of Licensed Materials or non-payment of fees, the parties agree that they shall submit the dispute to Mediation. The parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute. The invoking party shall give to the other party written notice of its decision to do so, including a description of the issues subject to the dispute and a proposed resolution thereof. Designated representatives of both parties shall attempt to resolve the dispute within thirty (30) days after such notice. If those designated representatives cannot resolve the dispute, the parties shall meet at a mutually agreeable location, within the city of Denver, State of Colorado, and describe the dispute and their respective proposals for resolution to responsible executives of the disputing parties, who shall act in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) days after such meeting, the parties may then proceed to pursue their rights under Section VII. If there is a dispute

regarding misuse of the Licensed Materials or non-payment of fees, the Licensor may pursue rights under Section VII without participating in mediation.

IX. Miscellaneous

- A. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- B. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.
- C. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- D. Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- E. All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 3 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

LICENSOR:

BY: _____

DATE: _____

Signature of Authorized Signatory of Paterson Center, LLC

Print Name: David Mitchell

Title: President

Address: P.O. Box 270517, Fort Collins, CO 80527

Telephone No.: 303-578-9055

E-mail: David@PatersonCenter.com

LICENSEE:

BY: _____ DATE: _____

Signature of Authorized Signatory of Licensee

Print Name: _____

Title: _____

Address: _____

Telephone No.: _____

E-mail: _____

Schedule A

Upon completion of the training program, and successful graduation, from that date forward, Licensee shall also pay Licensor a royalty fee of 15% of the gross revenue from all Licensee's work with StratOp, realized by Licensee utilizing the Licensed Materials.

For clients referred to Licensee by Licensor, the license fee is 25% of gross revenue generated. For such referred clients from Licensor, after the initial contract is completed by Licensee, any additional or "downstream" work performed by Licensee falls under the 15% license fee model. Licensor will provide incentives for expanding a referred client, on a case-by-case basis, depending on the size and scope of the opportunity. Referral fees are subject to change, without notice, but will be made clear in writing to Licensee prior to a referral engagement.

The minimum license fee, per client contractual engagement, is \$499, covering the license fee for the Intellectual Property, the Online Playbook transcription, and other costs.

Licensee shall pay Licensor royalties at the time of ordering a playbook, and not more than 30 days after completing a client engagement. If Licensee provides additional coaching and/or consulting to the client, and such coaching is predicated upon the Licensed Materials, Licensee will also owe 15% (or 25% if a referral from Licensor) of the fee charged for the coaching/consulting portion of the work. This includes all sessions with clients that leverage the Licensed Materials. This does not apply to additional coaching Licensee may perform that does not leverage the Licensed Materials, or is outside of Licensor's area of expertise. Such work may, for example, leverage the Licensee's own material, or materials otherwise available in the public domain. In this Agreement, "predicated upon the Licensed Materials" means that if the Licensed Materials are bringing the core *value* to the relationship (for example, the coaching is built around installing/executing the client's StratOp), then that work is subject to the 15% license fee.

Licensee is permitted to perform up to 60 hours per year of not-for-fee promotional work (free workshops, talks etc.) that leverage the Licensed Materials. For this promotional work, no fee to Licensor is owed. Time spent meeting with potential clients does not count towards this time - we understand that, in the course of engaging a potential client, you are likely to expose them to pieces of the Licensed Materials. In this case, we invite you to leverage our marketing collateral, and to always ensure that the client is aware of the ownership of intellectual property by Licensor - the simplest way might be to say, "What I'm showing you now is part of the Paterson StratOp process, the proprietary process in which I'm trained and certified to guide organizations through."

APPENDIX A Brand Guidelines

- Facilitators are permitted to use the golden *Paterson Guide* logo on their email signature, their personal business cards, and their personal website. Logos must not be unevenly stretched, obscured, or otherwise altered.
- Licensor reserves the right to request adjustments to Licensee's representation of the Paterson Logo and the Paterson Brand.
- If Licensee has their own website, and details their work with the Paterson Process, they are required to use the following text:
 - *The Paterson Process was founded by master strategic thinker Tom Paterson, and is the intellectual property of Paterson Center, LLC. Copyright, 2018. All rights reserved.*
- If Licensee has their own website, and details their work with the Paterson Process, they are required to feature their "Paterson Guide" golden logo.
- Licensor will provide templates for contracts and proposals, with specific spaces made available for Licensee to customize and personalize.
- Licensee will be given training on Licensor's brand "voice" and tone.
- Every time the Paterson Process is presented, whether in written, spoken, or digital form, Licensee must provide attribution to Licensor.
- Please see attached brand sheet showing Paterson marks with proper marking. Licensor will provide all templates for marketing and branding, with the correct brand marking.

APPENDIX B

CORE VALUES: How we think, live, and relate to one another

We will engage with one another, and with our clients, in ways that embody our core values:

- **SOCRATIC CURIOSITY:** As guides, we lead others to self-discovery of truth and breakthrough.
- **COURAGEOUS ENGAGEMENT:** We move bravely into being vulnerable and into being transparent with our noble and shadow side.
- **SURRENDERED LIVING:** We practice a rhythm of releasing control, facing fear, and stewarding what we have been entrusted to care for.
- **CELEBRATE INTENTIONALLY:** Life begets life. From a place of gratitude and generosity, we celebrate health, growth, and breakthrough.
- **HONORING THE JOURNEY:** We respect everyone's unique story and contributions and encourage struggle and growth.

APPENDIX C QUALITY ASSURANCE

- Licensors and Licensees agree to engage in a spirit of mutual feedback, with respect, kindness, and humility.
- Licensors reserve the right to review Licensees' work without notice.
- Feedback from Licensors to Licensees will be given on an *ad hoc* basis, sometimes one-to-one, and other times in groups. This will be done, at all times, in ways which seek to uphold our shared Core Values.
- At all times, client confidentiality will be fully upheld.
- Feedback will be done in a way that is respectful and mutually beneficial, as we, together, desire to create a premium client experience.
- Licensors reserve the right to survey Licensees' clients.

APPENDIX D
REQUIREMENTS FOR GRADUATION – STRATOP TRACK
(Not Applicable to those trained and certified in 2017 and earlier)

- Licensee shall pay to Licensor the then-current training and certification fee, according to Licensor’s payment schedule, to participate in the training and development program, “*The Art of Facilitating the Paterson StratOp Process*”.
- Other than the price for training and certification, no license fees are due while Licensee is in training, for revenue earned during the training program, up to a maximum of 6 StratOp contracts (any additional StratOp contracts will be subject to the License fee).
- The Licensee will begin paying license fees (15%, or 25% if a referral) to Licensor for performing StratOp work after graduation.
- During the training program, Licensee can miss not more than 2 coaching calls per “phase”, during the course of the 12-month training experience (and not more than 8 total).
- During the training program, Licensee can miss not more than one day (out of 9 total days) of in-person training during the course of the 12-month training program, and this only due to extenuating circumstances (sickness, family illness etc.)
- Licensee must complete 4 full StratOps (at least 7 days each, on site with the client, for a total of 28 days), during the 12-month training experience. There is some flexibility with when these days must be completed by, however:
 - Licensee must complete at least 6 of those days during the gap between Phase 1 and Phase 2 of the 12-month training experience.
 - Licensee must complete at least 6 of those days during the gap between Phase 2 and Phase 3 of the 12-month training experience.
 - Licensee must complete at least 6 of those days during the gap between Phase 3 and Graduation of the 12-month training experience.
- For each StratOp completed during the training experience, Licensee must submit the photos of the work (the StratOp charts) to Licensor in order to generate the completed digital Playbook, along with a one-page personal review of the StratOp engagement with

that client, and a one-page client review of the experience (templates to be provided by Licensor)

- Licensor reserves the right to speak to each of the Licensee's clients, by phone or in person, after first providing Licensee notice of the intent to contact client
- Playbooks must be received by Licensor at least 2 weeks before the start of the next in-person training
- Licensor will grade each StratOp experience, completed during the 12-month training experience, on a Pass/Fail scale. The evaluation of the Licensee's StratOp for the purposes of training will be holistic, taking into account factors such as the entire client experience (before, during and after the StratOp engagement), the charts and Playbook, as well as the client's evaluation of the engagement, as well as feedback and coaching from peers and other more advanced Guides.
- In order to graduate, Licensee is required to submit 4 full StratOp Experiences with a passing grade, during the 12-month training experience. Each StratOp is expected to demonstrate the Licensee's increased proficiency in handling the Paterson Process and in delivering a premium client experience.