

PATERSON GUIDE LICENSE AGREEMENT - Church StratOp

THIS PATERSON GUIDE LICENSE AGREEMENT – Church StratOp (“**Agreement**”), dated _____ (the “**Effective Date**”), is between **PATERSON CENTER, LLC**, a Colorado limited liability company with a mailing address of PO Box 270517, Fort Collins, CO 80527 (“**Licensor**”), and _____, an individual with a mailing address of _____ (“**Licensee**”).

AGREED TERMS

1. **Definitions.**

- 1.1. “**Confidential Information**” means all non-public, confidential, or proprietary information of each party, including, without limitation, information about their respective business affairs, goods, services, materials comprising or relating to a parties intellectual property rights, third-party confidential information, information that identifies or can be used to identify or authenticate an individual, documents, data, forecasts, customer lists, pricing, discounts or rebates, other information of commercial value, and the terms of this Agreement, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement. Confidential Information does not include information: (a) in the public domain other than through a breach of this Agreement; (b) known by the receiving party before being disclosed by or on behalf of the disclosing party; (c) independently developed by the receiving party without reference to or use of, in whole or in part, any of the disclosing party’s confidential Information; or (d) lawfully obtained by a party on a non-confidential basis from any person or entity.
- 1.2. “**Intellectual Property**” means any and all of Licensor’s trade secrets, Trademarks, original works of authorship, expressions, designs, and related copyrights, and any other intangible property in which Licensor holds proprietary rights, title, interests, or protections, however arising, pursuant to the laws of any jurisdiction, including all applications, registrations, renewals, or extensions in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.
- 1.3. “**Licensed Materials**” means Licensor’s *Paterson StratOp* process tools, materials, and training including, without limitation, written and electronic course materials, training videos, in-person training, all Intellectual Property related to the foregoing, and all other information published or otherwise made available to Licensee, in any form, by Licensor.
- 1.4. “**Trademarks**” means all of Licensor’s rights in and to U.S. and foreign trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, and domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

2. **License.**

- 2.1. **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the term a non-exclusive, non-transferable, and non-sub-licensable license to utilize the Licensed Materials, solely to facilitate the *Paterson StratOp* process with Churches and para-church ministries.
- 2.2. **Individual License.** Licensee acknowledges that the rights and licenses granted to it under this Agreement are to Licensee as an individual person and not to any organization or entity.
- 2.3. **License Restrictions.** Licensee will not directly or indirectly:
 - (a) use the Licensed Materials for any commercial purpose not expressly permitted under this Agreement, including, without limitation, sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form;
 - (b) train any third party in the *Paterson StratOp* process or any specific tool(s) comprising the Licensed Materials without express prior written permission from Licensor;
 - (c) permit any use of the Licensed Materials by an unlicensed third party and will promptly notify Licensor of any suspected use of the Licensed Materials by an unlicensed third party;
 - (d) edit, alter, modify, translate, combine with other content, or create any derivative works of the Licensed Materials without Licensor’s express written approval, including, without limitation,

incorporation of Licensee's own promotional materials or its own copyright, trademark, or other intellectual property notices into the Licensed Materials;

- (e) remove, obscure, or modify any copyright, trademark, or other notices contained in the Licensed Materials; or
- (f) use Licensor's Trademarks (or any confusingly similar mark), individually or in combination, as part of its business or trade name any domain name.
- (g) Use the StratOp Process with business clients, or with any client that is not a church, or para-church ministry.

2.4. **Third-Party Rights.** Nothing in this Agreement will be deemed to be a grant by Licensor of a license, sublicense, or other grant of a right to Licensee to use any third-party rights or any rights under any third-party license that cannot be licensed, sub-licensed, or granted without the consent, approval, or agreement of another party, unless such consent, approval, or agreement is first obtained by Licensee.

2.5. **Reservation of Rights.** Neither this Agreement, nor any act, omission, or statement by Licensor or Licensee, conveys any ownership right in any of the Intellectual Property contained in the Licensed Materials or to any element or portion of the Licensed Materials or other materials provided by or on behalf of Licensor under this Agreement. Except for the license expressly granted to Licensee in this Agreement, all right, title, and interest in and to the Licensed Materials are and will remain with Licensor. No use by Licensor of the Licensed Materials in any medium or manner will be deemed to interfere with the limited permissions made to Licensee by Licensor in this Agreement. All rights not specifically granted to Licensee under this Agreement are expressly reserved by Licensor.

3. **Acknowledgement of Ownership.** Licensee expressly acknowledges that: (a) Licensor is the exclusive owner of the Licensed Materials and all Intellectual Property contained in the Licensed Materials, including any modifications or improvements made by Licensee and all related goodwill; and (b) all use of the Licensed Materials and any goodwill accruing from such use will inure solely to the benefit of Licensor. If Licensee acquires any rights in the Licensed Materials, including, without limitation, in any copy, translation, modification, alteration, adaption, or derivative (including any improvement or development), by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor with further action by the parties. Licensee will promptly take further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Licensor to register, perfect, or record such rights.

4. **Licensee Obligations.**

4.1. **Licensor's Standards and Directions.** Licensee's use of the Licensed Materials must comply with Licensor's standards and directions, including, but not limited to Licensor's: (a) "Brand Guidelines," a copy of which is attached in Exhibit A ; (b) "Paterson Center Core Values," a copy of which is attached in Exhibit B; and (c) "Quality Assurance Guidelines," a copy of which is attached in Exhibit C.

4.2. **Full-time ministry role.** Licensee must remain in full-time ministry to continue using the StratOp tools under the terms of this agreement. The intent (and commitment) of Licensee is therefore that this work is not a significant revenue generator for them (rather, it's an extension of their day-to-day work and relationships). (NOTE: If it is to be a significant income generator, taking you away from your full-time ministry role, then our full StratOp training pathway is the right pathway for you, rather than this Church StratOp training).

4.3. **Required Notices.** Without limiting Section 4.4, all use by Licensee of Licensor's Trademarks must be marked with the appropriate trademark notices as set forth in the Brand Guidelines. All use by Licensee of the Licensed Materials (except hand-written use) must be marked with the following in a prominent position: "Copyright © 2020 Paterson Center, LLC." Licensee must not use any copyright or other notices that would conflict with, confuse, or negate the foregoing notice requirements.

4.4. **Attribution.** Licensee may only the Licensed Materials with proper attribution to Licensor. Licensee must provide notice to all of its clients that Licensee has: (a) received training by Licensor in the *Paterson StratOp* process; (b) and that the *Paterson StratOp* process is the protected intellectual property of Licensor.

4.5. **Licensee Materials.** Without limiting Section 2.3(f), any use of Licensor's Trademarks or other Intellectual Property in Licensee-created promotional materials, including without limitation, on Licensee's website, must be in accordance with the Brand Guidelines and must be approved in advance and in writing by Licensor and, if approved, such approval will be conditioned on Licensee granting to Licensor an irrevocable, non-exclusive, royalty-free, and worldwide license to use, perform, display, reproduce,

distribute, transmit, modify (including to create derivative works), and otherwise exploit such promotional materials at Licensor's sole discretion and without notice to Licensee.

- 4.6. **Submission of Client Materials.** Licensee must submit the following information to Licensor for each of its clients: (a) the name of the client; (b) date(s) of facilitation; (c) the amount of the fee charged by Licensee to the client for the engagement; and (d) photographs of completed charts and other documents and materials generated during the client engagement. Licensor will keep all such information confidential in accordance with Section 8 and will use it solely: (i) in connection with Licensor's creation of the client's "online playbook," a copy of which will be provided to Licensee at no additional cost; and (ii) for aggregate analysis of playbook data.

5. **Term.**

- 5.1. **Initial Term.** The initial term of this Agreement commences on the Effective Date and will continue for twelve (12) months, unless earlier terminated in accordance with Section 9.
- 5.2. **Renewal.** Subject to Section 5.3, Licensor may choose (at Licensor's sole discretion) to renew this provisional license agreement for additional successive twelve (12) month terms, unless earlier terminated in accordance with Section 9. (If Licensee continues and successfully completes Licensor's full Guide training pathway, Licensee will be invited to sign Licensor's full Guide license, which renews every 12 months).
- 5.3. **Election to Not Renew.** Either party may elect to not renew this Agreement during the initial term or during any renewal term by providing written notice of non-renewal to the other party at least thirty (30) calendar days before the end of the then-current term.

6. **Fees and Payment.**

- 6.1. **License Fees.** Licensee will pay Licensor a license fee for each *Paterson StratOp* course, event, or session that utilizes the Licensed Materials in an amount equal to the greater of: (a) four hundred ninety-nine dollars (USD \$499.00); or (b) fifteen percent (15.0%) of the gross revenue realized by Licensee for such engagement. For updates to an existing *Paterson StratOp* playbook, the minimum fee is two hundred forty-nine dollars (USD \$249.00).
- 6.2. **Consulting Fees.** If Licensee provides additional coaching or consulting services to any client, and the Licensed Materials are used during such coaching or consulting to provide the *core value* to the client engagement (e.g., the coaching or consulting is built around installing or executing the client's *Paterson StratOp*), then such engagement is subject to the license fee in Section 6.1 or Section 6.2, as applicable, and is payable within thirty (30) days of completing that portion of the client engagement. Notwithstanding the foregoing, coaching or consulting services provided by Licensee to a client that either: (a) do not leverage the Licensed Materials; or (b) are outside the scope of Licensor's expertise, are not subject to a license fee under this Agreement.
- 6.3. **Payment.** Licensee must pay all amounts due under this Agreement upon the earlier of: (a) Licensee's order of the online playbook for each client engagement; or (b) thirty (30) calendar days after completion of a client engagement.
- 6.4. **Promotional Services.** Without limiting anything in this Agreement, Licensee may perform up to forty (40) hours per calendar year of promotional services that leverage the Licensed Materials for no license fee, provided that such services expressly exclude facilitating a client through the full *Paterson StratOp* process. Time spent meeting with potential clients does not count towards the forty (40) hours. Licensor acknowledges that in the course of engaging potential clients, Licensee is likely to expose them to the Licensed Materials and encourages Licensee to leverage Licensor's marketing collateral subject to Licensee's obligation under Section 4.3 to provide proper attribution to Licensor e.g., by stating "What I'm about to show you now is part of the *Paterson StratOp* process, the proprietary process in which I am trained and certified to guide organizations through."

7. **Relationship of the Parties.** Nothing in this Agreement will be construed to create a joint venture, partnership, franchise, sales representative, or business opportunity between the parties or an employee/employer or agency relationship, nor will Licensor be deemed to acting in a fiduciary capacity with respect to Licensee or any of Licensee's clients. Each party assumes full responsibility for the actions of its employees and agents under this Agreement. Unless otherwise expressly set forth in this Agreement, neither party has any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other party, or to bind the other party to any contract, agreement, or undertaking with any person or entity.

8. **Confidential Information**. From time to time during the Term of this Agreement, either party may disclose or make available to other party Confidential Information. The receiving party must: (a) protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the disclosing party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any Confidential Information to any person or entity except to the receiving party's representatives who must know the Confidential Information to assist the receiving party, act on its behalf, exercise its rights, or to perform its obligations under this Agreement. Each party is responsible for any breach of this Section 8 caused by any of its representatives. Notwithstanding the foregoing, the receiving party may disclose Confidential Information if and to the extent that the disclosure is required by applicable law or court order, provided that the receiving party: (i) uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment; and (ii) provides the disclosing party a reasonable opportunity to review, if permitted, the disclosure before it is made and to interpose its own objection to the disclosure.
9. **Termination**.
- 9.1. **For Convenience**. Licensor may terminate this Agreement for any reason by providing Licensee at least thirty (30) calendar days notice of its intent to terminate this Agreement.
- 9.2. **For Cause**. Without limiting Section 9.1, either party may terminate this Agreement by providing notice to the other party if: (a) if a party materially breaches any provision of this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within five (5) business days after such party's receipt of notice of the breach; or (b) if a party becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or under any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due. Any termination under this Section 9.2 is effective on the breaching party's receipt of notice of termination or any later date set out in the notice.
- 9.3. **Effect of Termination**. Upon the termination or expiration of this Agreement for any reason:
- (a) All unpaid license fees that relate to the period prior to the effective date of expiration or termination and all other outstanding amounts payable by Licensee to Licensor immediately become due and payable.
 - (b) All rights and licenses granted to Licensee pursuant to this Agreement terminate.
 - (c) Licensee must immediately cease all use of the Licensed Materials and any other materials provided by Licensor to Licensee and immediately remove and delete from its systems all electronic copies of the Licensed Materials, and must return to Licensor any and all paper copies of the Licensed Materials in Licensee's possession within thirty (30) calendar days of the effective date of termination. Licensee must promptly certify in writing to Licensor that Licensee is no longer in possession of any Licensed Materials and is no longer facilitating the *Paterson StratOp* process or using any derivative.
 - (d) Without limiting, Section 9.3(c), each party must: (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; and (ii) permanently erase all of the other party's Confidential Information from its computer systems.
 - (e) If termination is by Licensor pursuant to Section 9.2, Licensee may apply to Licensor for "reinstatement." The reinstatement process will include: (i) completing an application for reinstatement; (ii) paying the then-current reinstatement fee; (iii) completing a phone interview with Licensor; and (iv) entering into a new license agreement on terms mutually agreed upon by the parties.
- 9.4. **Surviving Terms**. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including the rights and obligations set forth in this Section 9 and Section 3, Section 6, Section 8, Section 10, Section 11, Section 12, and Section 15.
10. **Representations and Warranties**.
- 10.1. **Mutual Representations and Warranties**. Each party represents and warrants that: (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) the

execution of this Agreement by its representative has been duly authorized by all necessary action of the party; and (c) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2. **Licensee's Representations and Warranties.** Licensee represents and warrants that: (a) Licensee will not engage or participate in any activity or course of action that could diminish or tarnish the image or reputation of the Licensed Materials or Licensor or cause confusion as to the ownership of the Licensed Materials; and (b) Licensee's use of the Licensed Materials will not infringe, misappropriate, or otherwise violate the intellectual property or other rights of any third party or violate any applicable regulation or law.

10.3. **Disclaimer.** THE LICENSED MATERIALS ARE PROVIDED BY LICENSOR "AS-IS" AND WITHOUT WARRANTY OF ANY KIND. LICENSOR DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE LICENSED MATERIALS, PATERSON SERVICES OR METHOD, OR ANY PATERSON-RELATED PRODUCTS, INCLUDING ANY: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

11. **Indemnification.** Licensee will indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors, assigns, and licensees from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any: (a) grossly negligent or more culpable act by Licensee or its representatives; (b) actual or alleged breach by Licensee of its representations, warranties, covenants, or other obligations under this Agreement; or (c) other acts or omissions of Licensee. Licensee may not enter into any settlement without Licensor's prior written consent.

12. **Limitation of Liability.**

12.1. **Nature of Services; Release.** Licensor's classes and events may not be safe or appropriate for everyone. Any information Licensor may provide to Licensee through a Paterson training is intended solely as an educational aid and is not a substitute for medical advice or counseling or the provision of health care diagnosis or treatment. By entering into this Agreement Licensee expressly waives and releases any and all claims, now known or later discovered in any jurisdiction throughout the world, against Licensor, on account of injury, death, or property damage arising out of or attributable to Licensee's provision of services, whether arising out of the negligence of Licensor or otherwise. Licensee will not to make or bring any such claim against Licensor, and forever releases and discharges Licensor from liability under such claims.

12.2. **No Consequential or Indirect Damages.** LICENSOR WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION, LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3. **Cap on Monetary Damages.** LICENSOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. **Insurance.** During the Term of this Agreement, Licensee is solely responsible, at its own expense, for maintaining and carrying insurance coverage or self-insurance at levels appropriate to meet the indemnification obligations assumed under this Agreement and any other insurance required by law. Licensor maintains the right to receive proof of such insurance coverage from Licensee, through written request, though if Licensee is self-insured no proof need be given.

14. **Notice.** All notices, requests consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the parties at the addresses set forth in this Agreement or to any other address that may be designated by the parties in accordance with this Section 14. All such notices must be delivered by personal delivery, nationally recognized overnight courier, (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case return receipt requested, postage pre-paid). Except as

otherwise provided in this Agreement, a notice under this Agreement is effective only: (a) upon receipt by the receiving party; and (b) if the party giving notice has complied with the requirements of this Section 14.

15. **General Provisions.**

- 15.1. **Amendments.** No amendment to this Agreement will be effective unless it is in a writing that references this Agreement or the applicable and is signed by each party.
- 15.2. **Incorporation of Recitals.** The recitals to this Agreement are incorporated into and constitute a part of this Agreement.
- 15.3. **Expenses.** Unless otherwise provided in this Agreement, each party will pay its own costs and expenses associated with the execution and its performance of this Agreement.
- 15.4. **Assignment and Delegation.** Unless otherwise provided in this Agreement, Licensee may not under this Agreement: (a) assign its rights including by merger, consolidation, dissolution, operation of Law, or any other manner; or (b) delegate its performance without the written consent of Licensor. Licensor may, under this Agreement, assign its rights and delegate its performance without Licensee's consent. Any purported assignment of rights or delegation of performance in violation of this Section 15.4 is void.
- 15.5. **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement binds and benefits the parties and their respective permitted successors and permitted assigns. This Agreement is for the sole benefit of the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under this Agreement.
- 15.6. **Entire Agreement.** This Agreement constitutes the final, exclusive agreement between the parties with respect to its subject matter. All earlier and contemporaneous communications, negotiations, understandings, and agreements between the parties on the matters contained in this Agreement, whether written or oral, are superseded by this Agreement.
- 15.7. **Equitable Remedies.** Licensee acknowledges that a breach or threatened breach of any of its obligations under this Agreement may give rise to irreparable harm to Licensor for which monetary damages would not be an adequate remedy and agrees that in the event of a breach or a threatened breach by Licensee of any of those obligations, Licensor may, in addition to any other rights and remedies that may be available to it in respect of the breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without requirement to post bond).
- 15.8. **Attorneys' Fees.** If a party institutes any legal action against the other party to enforce the terms and provisions in this Agreement and obtains any other remedy in respect of any breach of this Agreement, the prevailing party in the legal action is entitled to receive, in addition to all other damages to which it may be entitled, the costs it incurs in connection with conducting the such action, including reasonable attorneys' fees and expenses and court costs.
- 15.9. **Governing Law and Forum Selection.** The laws of Colorado, without giving effect to its conflicts of law principles, govern all matters arising under and relating to this Agreement. Any legal action arising out of or relating to this Agreement must be instituted in the United States federal court located in Colorado or the state courts located in Larimer County, Colorado, and each party irrevocably submits to the exclusive jurisdiction of those courts in any such action.
- 15.10. **Interpretation.** Unless otherwise stated, references in this Agreement to: (a) Sections and Exhibits are to the sections and exhibits attached to this Agreement; and (b) an agreement, instrument, or other document means that agreement, instrument, or document as amended, supplemented, and modified from time to time. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. This Agreement is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel.
- 15.11. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable for any reason, that term or provision will be adjusted by the parties in good faith to conform to the requirements for enforceability so as to affect the intent of the parties. If the term or provision is of a nature that it cannot be so adjusted, that term or provision will be deemed deleted from this Agreement and the remaining terms and provisions of this Agreement will remain in full force, unless the invalidity or unenforceability will materially impair achieving the purpose and intent of this Agreement, then this entire Agreement will be invalid and unenforceable.

- 15.12. Waiver. If either party fails to require the other party to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of that term.
- 15.13. Cumulative Remedies. Except as may be otherwise provided in this Agreement, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 15.14. Signature; Counterparts. Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies. Signatures of the parties transmitted by electronic delivery or facsimile will be deemed to be their original signatures for all purposes. The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The delivery of an executed counterpart signature page by facsimile, email, or other means of electronic delivery is as effective as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

By signing below, each party acknowledges that it has carefully read and understood this Agreement, and it agrees to be bound by the terms of this Agreement as of the Effective Date.

LICENSOR:

LICENSEE:

Paterson Center, LLC

Name: David Mitchell
Title: President
Telephone No.: 303-578-9055
Email: David@PatersonCenter.com

Name: _____
Telephone No.: _____
Email: _____

Exhibit A

Brand Guidelines

- Licensees are permitted to use the *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, 2019. 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" 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.

Exhibit B

Core Values: How we think, live, and relate to on 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.

Exhibit C

Quality Assurance Guidelines

- 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.