

TRAINING AND LIMITED LICENSE AGREEMENT
Getting Ahead in the Workplace

Workshop and Certification

1. I am applying for facilitator training ("Training") for the Getting Ahead in the Workplace curriculum (the "Curriculum") to be held by aha! Process, Inc. (the "Company") on the dates and at the location indicated below.
2. I am taking the following type of Training:
 - Certification as a Facilitator – 2 Year Certificate
(My certificate expires on December 31 of the second year after my training.)
 - Non-Certification—Information and knowledge only
(I will not be acting as a facilitator for this curriculum to anyone else)
3. Certification requires successful completion of the Training, including full attendance of all sessions for the entire training and, when requested, in its sole discretion by Company, demonstrating proficiency as a facilitator of the Curriculum. If I fail to demonstrate proficiency as a facilitator of the Curriculum, as determined solely by Company, the Company agrees that I may repeat the Training one time, without paying another training fee and subject to availability of space in future trainings. The Company has no obligation to put on additional facilitator trainings at the same or nearby locations to accommodate such repeat attendance.
4. Certification shall be effective through December 31 of the second year after I am certified. At the end of each two-year period, the Company requires that I re-certify and obtain another 2 Year Certificate. Re-certification may be accomplished through participation in this same Training again or through a specified Recertification training provided by Company, in accordance with the Company's then-existing criteria.
5. I acknowledge and agree that as a certified facilitator, I will be authorized to facilitate the Getting Ahead in the Workplace with my Permitted Organizations only (as defined in Paragraph 18). I agree to refer any organization requesting a facilitator to the Company and seek the services from a National Consultant.

Intellectual Property

6. The Training for the Curriculum includes training regarding proprietary intellectual property owned by the Company, including without limitation, workbooks, user guides, know-how; written materials; research and related data and analysis; training techniques; oral presentations; and any and all other material of or relating to the Curriculum (the "Proprietary Materials"). I acknowledge and agree that the Proprietary Materials are the sole and exclusive property of the Company and may not be used other than strictly in accordance with the limited license described below.
7. Subject to my compliance with the terms and conditions of this Agreement as a condition to the licenses granted below, Company grants to me, during the term of this Agreement, a nonexclusive, non-transferable, non-assignable, license to use the Proprietary Materials to facilitate any Curriculum as approved by Company.
8. I acknowledge and agree that under no circumstances shall I be permitted to reproduce by photocopy, or otherwise, distribute, perform and/or display, or prepare derivative works, the

Proprietary Materials, in whole or in part, except as expressly permitted in this limited License granted herein or upon additional prior written authorization from Company. When using Proprietary Materials and concepts, I agree to honor the **Company's** copyright and other intellectual property rights associated with the Proprietary Materials by displaying the copyright notice on the material or citing the applicable material within the Proprietary Materials as the source of information using the name of the source material and assigning due credit. Citation example:

Source: *Getting Ahead in the Workplace* ©2015 by DeVol & Associates LLC, published by aha! Process, Inc.

9. All tangible materials (whether original or duplicates) including, without limitation, materials in whatever form, presentations, workshops, training, books, manuals, sales literature, training materials, files, correspondence, documents, programs or processes developed by me in the performance of my facilitation of the Curriculum, whether furnished to me by Company or prepared, compiled, developed, or acquired by me during this Agreement or in connection with the Curriculum (each a "Work" and collectively "Works") shall be the sole property of DeVol & Associates LLC, published by aha! Process, Inc. I expressly agree that all rights, title, and interest in and to said Works under both common law and statutory law and to all renewals and extensions thereof that may be secured under the laws of the United States and in any other country or countries are hereby sold, assigned, granted, transferred, and conveyed to Company, its successors and assigns.
10. For each group facilitation, I agree to have the Permitted Institution (as defined below) purchase a personal copy of the ***Getting Ahead in the Workplace workbook***. It is not acceptable to reuse the Proprietary Materials for multiple training workshops. I agree not to facilitate a group without verifying that the Permitted Institution has complied with this requirement.
11. I agree to Adhere to model fidelity when facilitating, Appendix 4, *Facilitator Notes for Getting Ahead in a Just-Gettin' By World*.
12. I agree to participate in the Getting Ahead while learning community by attending scheduled webinar and conference calls.
13. I agree to use approved evaluation options once the program is established.
14. I agree to report incidents that might impact the Getting Ahead initiative (positively or negatively) quickly and participate in planning and problem solving. Reporting will be done directly with one or more of the authors of this curriculum.
15. I agree to recertify every two years in order to continue facilitating with this material.
16. I agree not to train others as facilitators of the Proprietary Materials.
17. The Company has the right, at its sole cost and expense, to attend or monitor any presentation Curriculum that I facilitate for the purpose of monitoring compliance with this Agreement, this limited license, and my proficiency and effectiveness. In the event the Company determines, at its sole discretion, that my proficiency and effectiveness is not to the Company's standards, the Company shall have the right to suspend my Certification and require attendance at another training to receive recertification or participate in other training that may be provided by the Company, or its consultants, to raise my proficiency and effectiveness.
18. Complete the following page and return all four (4) pages to aha! Process, Inc.

"Permitted Institutions" includes only the individual institution/agency that is my principal employer at the time of Certification or for which I principally act as an independent contractor at the time of Certification. This also includes any and all regular partners that I have contact with on a continual monthly and long-term basis. For purposes, hereof, a "regular partner" is defined as an organization that a Certified Facilitator works with on a regular basis as part of his or her professional responsibility as a regular part of his or her job description with his or her principal employer. A Certified Facilitator may also be a facilitator at other organizations based in his or her community that currently have a Certified Trainer for the Curriculum on the same terms as this Agreement. In the event I change principal employers, the Company, in its sole discretion, will consider my written request to amend the Agreement and this limited license to include my new principal employer as a Permitted Institution.

19. This Agreement and the limited license terminates automatically on the earlier of (a) expiration of my 2-Year Certification; or (b) ten (10) days after my receipt of written notice from the Company of any default of any terms of the limited license or this Agreement which are not cured within such ten-day period. The lifetime certificate limited license only terminates upon ten (10) days after your receipt of written notice from the Company of any default of the terms of the limited license or this Agreement which are not cured in such ten-day period.

20. General Terms

In no event shall the Company including its directors, officers, employees, or agents, be responsible for any costs or expenses you or your Permitted Institution incurs with respect to the facilitation of a group, or the cancellation or rescheduling of the group or for any incidental, indirect, consequential, exemplary, special or punitive damages (including damages for loss of profits, loss of revenues, loss of use of assets, loss of contracts, interruption, loss of information, and the like) arising out of, in connection with the performance or non-performance of, or relating to this Agreement, or any Curriculum that you facilitate or present, whether under a theory of contract, warranty or duty, tort (including negligence of any person (gross, sole, concurrent, active, or passive), pre-existing condition, or any other legal or equitable theory, or any other cause, or otherwise, even if Company has been advised of the possibility of such damages AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. Notwithstanding the foregoing, the aggregate maximum liability of the Company to any person, firm or corporation whatsoever arising out of or in the connection with this Agreement shall be limited in all circumstances to the fee paid by or for you for attendance at the facilitator training.

The Company shall not be liable for failure to perform any of its obligations, including without limitation any delay or cancellation of the facilitator training, if such performance is delayed or prevented by matters outside of its reasonable control, including without limitation, weather conditions, travel delay or cancellation, power outages, strikes or labor actions, illness, or Acts of God or any other reason resulting from any force majeure event.

I, as a training participant, understand, acknowledge, and agree to all of the terms and conditions set forth herein; furthermore, I understand that I will be held personally liable, and the Permitted Institution which I represent can be sued for breach of contract if I violate any of such terms and conditions of this Agreement or the limited license.

This Agreement may not be amended except by written agreement by both parties. Company reserves all rights not expressly granted to you in this Agreement or limited license whether by estoppel, implication, or otherwise and any other use not expressly granted herein is strictly prohibited.

TRAINING AND LIMITED LICENSE AGREEMENT
Getting Ahead while Getting Out Certified Trainer

Name of Permitted Institution

On the following lines, please list partnering organizations. (Please use additional sheet of paper if needed):

Signed this ___ Day of _____ 20 ____.

Signature

Printed Name

Address

City, State, ZIP

Home Phone

Work Phone

Email Address

The normal scope of my position does does not require my working at the state level.
(Check one)

Certified Facilitator Training Dates: _____

Certified Facilitator Training Location: _____