TRAINING AND LIMITED LICENSE AGREEMENT
Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom

Participant Name: _____
(Please print)

Workshop and Certification

1. I am applying for training in the Training Certification Workshop (the "Workshop") to be held by aha! Process, Inc. (the "Company") on the dates and at the location indicated below.

Certification Training Dates: _____

Certification Training Location: _____

Recertification Date: _____

2. I am taking the Training Certification Workshop for the purpose indicated below:

☐ Certification as a Trainer – 2-Year Certificate
(My certificate expires on December 31 of the second year after my training.)

☐ Certification as a Trainer – Lifetime Certificate
(Requires an additional initial fee.)

☐ Non-Certification – Information and knowledge only
(I will not be providing the training to anyone else.)

3. Certification requires successful completion of the Certified Training, including full attendance of all sessions for the entire training and possibly demonstrating proficiency as a presenter of the Company's materials. If I fail to demonstrate proficiency as a presenter, the Company will permit me to repeat the training without paying another training fee, subject to availability of space in future trainings. The Company has no obligation to put on additional trainings at the same or nearby locations to accommodate such repeat attendance.

4. Certification will be effective through December 31 of the second year after I am certified. At the end of each two-year period, I will be required to participate in a recertification session to receive Certification on the Company's then-existing criteria.

5. I acknowledge and agree that as a Certified Trainer I will be authorized only to conduct training on *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom.* I agree to refer any organization requesting aha! Process trainings other than this to contact the Company and seek the services from the Company's National Consultants.

Intellectual Property

6. The Certified Training includes information regarding proprietary intellectual property owned by the Company, including without limitation know-how; written materials; research and related data and

analysis; training techniques; and oral presentations (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. The Proprietary Materials include copyrighted written materials, including the book titled *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom* and all PowerPoint presentations and other documents included with the Certification materials. I acknowledge and agree that under no circumstances will I be permitted to photocopy, duplicate, or distribute these Proprietary Materials. 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 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: *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom.* (p. x), by Payne. Copyright aha! Process, Inc.

8. aha! Process reserves the exclusive right to publish and license, along with the right to reproduce, distribute, perform, and/or display, any derivative works arising from its Proprietary Materials which may be created by the Certified Trainer, including any presentations, workshops, or other type of training. This exclusive right extends to reproduction, preparation, and/or publishing hardcover or softcover variations or adaptations of the Proprietary Material; the right to produce, reproduce, distribute, perform, display, and/or authorize any dramatization(s), motion picture(s), television, demonstration(s), and/or videotape(s) adaptations of/from the Proprietary Material or any derivation of the Proprietary Material. Interest in collaborating on derivative works should be directed to the publications division of aha! Process for consideration.

9. **For each training I conduct, I agree to have the Permitted Institution (defined below) purchase a personal copy of *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom* at $25 per book for each participant when I present training associated with this title**. It is not acceptable to reuse the Proprietary Materials for multiple training workshops. In addition to these materials, I agree not to conduct a workshop without verifying that the Permitted Institution has complied with this requirement. I am **not** allowed to make available to my audience the aha! Process provided PowerPoint slides as handouts. No handouts allowed.

10. I understand that I am **not** permitted to present any overview of *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom* anywhere without purchase of Proprietary Materials for participants.

Limited License

11. The Company grants you, as a Certified Trainer, a limited nonexclusive license and right to use and present the Proprietary Materials for training purposes only for users employed by your Permitted Institution (school district) boundaries during the period of your Certification and subject to this Agreement, including without limitation the following terms and conditions:

12. "Permitted Institution boundaries" includes the individual schools that your school district has regulatory authority over within the specific boundary lines of your school district. In the event you change principal employers, the Company, using its sole discretion, will consider your written request to amend this Limited License to include the new principal employer as a Permitted Institution.

13. This Limited License extends only to training users within the Certified Trainer's Permitted Institution boundaries which corresponds to the normal scope of the Certified Trainer's position for the school district's purposes and within the normal scope of the Certified Trainer's position.

14. You agree not to train others as trainers of the Proprietary Materials.

15. The Company has the right, at its sole cost and expense, to attend or monitor any presentation for the purpose of monitoring compliance with the Limited License and your proficiency and effectiveness. In the event the Company determines that your proficiency and effectiveness is not to the Company's standards, the Company shall have the right to suspend your Certification and require that you attend another Workshop to receive recertification or participate in other training that may be provided by the Company or its consultants to raise your proficiency and effectiveness.

16. You may receive compensation from your employer for participation in the Workshop or from your employer in any training you conduct after Certification within your Permitted Institution (school district) boundaries. You may not present training as a profit-operating venture for yourself.

17. The Limited License does include online courses or training, available through a secure user protected website to the same approved audience within the Permitted Institution (school district) boundaries.

18. PowerPoint slides and overhead transparencies cannot be altered in any way. **PowerPoint slides, and subsets of those slides, cannot be reproduced as handouts for the audience**. Local data can be added to your presentation, but the information cannot be added to the PowerPoint.

19. The 2-year certificate Limited License terminates automatically on the earlier of (a) expiration of your Certification or (b) 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 is not corrected within such ten-day period.

General Terms

20. In no event will the Company be responsible for any costs or expenses you or your sponsoring institution incur with respect to the Workshop, or the cancellation or rescheduling of the Workshop, or with respect to any training you perform following Certification pursuant to the terms of the Limited License, even if such costs or expenses were foreseeable. The liability of the Company is limited in all circumstances to the fee paid by or for you for attendance at the Workshop, and the Company will not be liable for any other actual, incidental, or consequential damages under this Agreement, the Limited License, or otherwise. The Company will not be liable for failure to perform any of its obligations, including without limitation any delay or cancellation of the Workshop, 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.

21. 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 institution which I represent can be sued for breach of contract if I violate any of such terms and conditions.

22. This Agreement may not be amended except by written agreement by both parties.

23. Complete the following page and return all four (4) pages to aha! Process, Inc.

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By typing my name below, I am electronically signing my agreement.

_____ Signed this _____ Day of _____ 20 _____
Signature

_____
Print Name

_____
Address

_____
City, State, ZIP

_____
Home Phone

_____
Work Phone

_____
Email Address

_____
Organization or School District/Name of Permitted Institution

The normal scope of my position ☐ Does ☐ Does not require my working at the state level.
(check one)

Certification Training Dates: _____

Certification Training Location: _____

Recertification Training Dates: _____

Recertification Training Location: _____