

## Terms and Conditions

In the Agreement, the party who is granting the right to use the licensed property will be referred to as “WLAA” and the party who is receiving the right to use the licensed property will be referred to as “**The Licensee**”.

The parties agree as follows:

**1. GRANT OF LICENSE.** WLAA owns Write Like an Author Course (the “Authored Work”). In accordance with this Agreement, WLAA grants **The Licensee** a non-exclusive license to use the Authored Work. WLAA retains title and ownership of the Authored Work and derivative works will be assigned to Licensor by Licensee.

**2. PAYMENT OF ROYALTY.** **The Licensee** will pay to WLAA a royalty as outlined on the license Agreement.

**3. MODIFICATIONS.** Unless the prior written approval of WLAA is obtained, **The Licensee** may not modify or change the Authored Work in any manner.

### **4. ON SITE REPORTING**

WLAA reserves the right to inspect, observe and report on the implementation and teaching of the course to ensure that it meets the strict standards of WLAA. WLAA may offer advice and assistance as required to ensure that **The Licensee** meets the required standards. No fee will be charged for the inspection, nor for any advice or assistance offered.

### **5. REMOTE SUPPORT**

In addition to the advice and assistance stated in (4.), further support and assistance may be offered by email, telephone, or video-conferencing from WLAA’s offices in Queensland, Australia, to assist **The Licensee** in the proper implementation of The Course. Up to twenty hours of remote assistance may be provided free of charge by WLAA annually. If further remote assistance is required this will be provided at a rate to be negotiated at that time.

**6. DEFAULTS.** If **The Licensee** fails to abide by the obligations of this Agreement, WLAA shall have the option to cancel this Agreement by providing 30 days’ written notice to **The Licensee**. **The Licensee** shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**7. CONFIDENTIAL INFORMATION.** The term “Confidential Information” means any information or material which is proprietary to WLAA, whether or not owned or developed by WLAA, which is not generally known other than by WLAA, and which **The Licensee** may obtain through any direct or indirect contact with WLAA. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by WLAA concerning the business, technology and information of WLAA and any third party with which WLAA deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

**A. “Confidential Information”** does not include:

- matters of public knowledge that result from disclosure by WLAA;
- information rightfully received by **The Licensee** from a third party without a duty of confidentiality;
- information independently developed by **The Licensee**;
- information disclosed by operation of law;
- information disclosed by **The Licensee** with the prior written consent of WLAA;
- any other information that both parties agree in writing is not confidential.

**8. PROTECTION OF CONFIDENTIAL INFORMATION.** **The Licensee** understands and acknowledges that the Confidential Information has been developed or obtained by WLAA by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of WLAA which provides WLAA with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by **The Licensee** of any Confidential Information, **The Licensee** agrees as follows:

**A. No Disclosure.** **The Licensee** will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of WLAA.

**B. No Copying/Modifying.** **The Licensee** will not copy or modify any Confidential Information without the prior written consent of WLAA.

**C. Unauthorized Use.** **The Licensee** shall promptly advise WLAA if **The Licensee** becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**D. Application to Employees.** **The Licensee** shall not disclose any Confidential Information to any employees of **The Licensee**, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of WLAA.

**9. ARBITRATION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator’s award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**10. WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the Authored Work by the other party or by any third party, and **The Licensee** accepts the product “AS IS.” In no event will WLAA be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Authored Work.

**11. TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

**12. TERMINATION.** This Agreement may be terminated by either party by providing 30 days' written notice to the other party. This Agreement shall terminate automatically twelve months after the date of this agreement unless renewed prior to that date.

**13. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**14. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**15. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**17. APPLICABLE LAW.** This Agreement shall be governed by the laws of Queensland, Australia and of the State and Country of **The Licensee**.