



TRAINING MATERIALS TERMS OF USE - TRAINEE

This Sherpa Training Materials Terms of Use ("Agreement") is between you and your company ("Trainee") and One on One Sherpa, LLC ("Sherpa"). BY CLICKING "I AGREE" OR USING THE TRAINING MATERIALS, YOU AGREE TO ALL OF THE TERMS OF THIS AGREEMENT.

BACKGROUND

Sherpa desires to authorize you to use certain proprietary intellectual property, including Sherpa PowerPoint presentation slides, the One on One Sherpa training Manual, Sherpa's online E-Learning Platform, Sherpa's Coaching Center Materials and Sherpa's Training Materials (all together, "Training Materials") in connection with your efforts to learn Sherpa's proprietary Prospect Centered Selling® program. This Agreement applies to both written and virtual versions of the Training Materials.

AGREEMENT

1. Non-Exclusive License in Training Materials. Sherpa grants Trainee a non-exclusive, non-assignable, non-transferable license during the Term to use the Training Materials in solely connection with Trainee's efforts to learn Sherpa's proprietary Prospect Centered Selling® method ("Prospect Centered Selling"). You may make one copy of the Training Materials for your personal use only. If you make any suggestions for improvements to the Training Materials or the Prospect Centered Selling method, you assign all copyrights and other intellectual property rights in such suggestions to Sherpa.
2. Trademark License. Sherpa grants Trainee a non-exclusive, non-assignable, non-transferable license during the term of this Agreement to use the trademark Prospect Centered Selling, Sherpa, and any other Sherpa trademarks included in the Training Materials (the "Marks") during the Term solely in connection with your use of the Training Materials and the Prospect Centered Selling method within your company. Sherpa has the right to take all action that Sherpa deems necessary to ensure that all uses of the Marks are consistent with the reputation for quality and prestige of products and services bearing the Marks.
3. Use Restrictions. The Training Materials may be used during the term of this Agreement only and must be destroyed immediately after termination or expiration. At Sherpa's request, you will certify to Sherpa that you have destroyed the Training Materials. The Training Materials may not be used in whole or in part to develop or supplement a competing training program or any training program other than Sherpa's official Prospect Centered Selling program. The Training Materials may not be used in connection with a CRM system that is not provided by Sherpa. You agree to keep the Training Materials confidential within your organization and to protect them using the same standard of care as you use to protect your own confidential information. Training Materials may only be used in the format provided by Sherpa. Trainee will not record or permit any third party to record Prospect Centered Selling training sessions in any audio format, video format or any other media.
4. Term. The term of this Agreement shall be for as long as your company has an agreement in place with Sherpa for services related to Prospect Centered Selling or Sherpa's CRM System. It will automatically terminate on termination or expiration of such agreement. Sherpa may terminate this Agreement at any time and for any reason by providing notice to Trainee.
5. No Warranties, Liability and Damages. SHERPA MAKES NO WARRANTIES AS TO THE TRAINING MATERIALS OR PROSPECT CENTERED SELLING INCLUDING ANY WARRANTY OF FITNESS FOR PURPOSE, MERCHANTABILITY, DATA LOSS, NON-INFRINGEMENT OR ACCURACY. SHERPA IS NOT LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS OR PUNITIVE DAMAGES. SHERPA'S DIRECT DAMAGES ARE LIMITED TO \$100.
6. Miscellaneous. This Agreement and all rights and obligations of the parties will be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri. The parties agree to exclusive venue and jurisdiction in the courts of the State of Missouri. If any provisions of this Agreement are found to be invalid or unenforceable, they will be severable from the remainder of the Agreement. This Agreement may not be assigned by Trainee. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective heirs, successors and assigns. This is the entire agreement between the parties and supersedes any prior agreement relating to the Training Materials.