

MOLLY MANNERS LICENSE AGREEMENT

PLEASE READ ALL THE INFORMATION CAREFULLY! BY SELECTING “I ACCEPT”, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS PROVIDED AND INCORPORATED HERE.

Molly Manners, LLC (“MOLLY MANNERS”) provides education programs in manners, etiquette and social skills. MOLLY MANNERS licenses certain trademarks (“Trademark Material”), curriculum (“Copyright Material”), and access to password-protected areas of its website “www.mollymanners.com” (“Website”) to third parties for the purposes of marketing, promoting and providing in-person education programs and instruction to children on manners, etiquette and social skills (the “Licensed Services”).

YOUR RIGHT TO USE THE TRADEMARK MATERIAL AND COPYRIGHT MATERIAL SOLELY FOR THE LICENSED SERVICES AND TO ACCESS THE PASSWORD-PROTECTED AREAS OF THE WEBSITE AVAILABLE FOR MOLLY MANNERS’ LICENSEES ARE SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN (“LICENSE AGREEMENT”), AS WELL AS MOLLY MANNERS’ [WEBSITE TERMS OF USE](#) AND [PRIVACY POLICY](#) .

This License Agreement is by and between MOLLY MANNERS and you (“LICENSEE”), each individually referred to as (“Party”) and collectively as (the “Parties”). In consideration of the promises and agreements set forth herein, the Parties, each intending to be legally bound hereby, do promise and agree as follows.

1. GRANT OF LICENSE.

A. MOLLY MANNERS hereby grants to LICENSEE, for the Term of this License Agreement, a limited, non-exclusive and non-transferrable license to use, reproduce, distribute, perform and display the Trademark Material and Copyright Material, as such may be modified from time to time at the sole discretion of MOLLY MANNERS. Said use, distribution, performance or display may be made only in association with the Licensed Services, and remains subject to MOLLY MANNERS’ retained rights to use, reproduce, distribute, perform, display and create derivative works of the Trademark Material and Copyright Material throughout the world for any purposes, as further set forth herein.

B. LICENSEE may request a detailed list with registration numbers of all Trademark Material and Copyright Material licensed by this License Agreement and to be utilized under the Licensed Services by email to MOLLY MANNERS at molly@mollymanners.com.

C. LICENSEE shall not re-sell any portion of the Copyright Material or otherwise provide the Copyright Materials to a third party for use outside the Licensed Services. The Copyright Materials shall not be distributed on the Internet or through electronic means, whether as part of online instruction or otherwise, without the express written permission of MOLLY MANNERS, which permission may be withheld in MOLLY MANNERS’ sole discretion.

D. MOLLY MANNERS hereby grants to LICENSEE, for the Term of this License Agreement, a non-exclusive and non-transferrable license to utilize password protected Licensee Areas of the Website for furtherance of Licensed Services only and under the terms and conditions set forth by MOLLY MANNERS from time to time.

E. LICENSEE may not grant any sublicenses or assignments of rights hereunder to any third party without the prior express written consent of MOLLY MANNERS, which consent may be withheld in MOLLY MANNERS' sole discretion.

F. MOLLY MANNERS is the sole and exclusive owner of and hereby reserves all worldwide right, title and interest in and to the Copyright Materials, Trademark Materials, intellectual property, copyright, patent, trademark, trade secret, goodwill and other proprietary rights relating to the Licensed Services, as well as any modifications made to the Trademark Material and Copyright Material by LICENSEE. LICENSEE hereby assigns and grants all rights arising out of the modification or creation of derivative works of intellectual property belonging to MOLLY MANNERS by LICENSEE or its agents, whether now existing or created in the future.

2. TERM OF LICENSE AGREEMENT. This License Agreement shall continue in effect for one (1) year commencing on the date LICENSEE accepts the terms and conditions set forth herein and shall be renewable at the end of the current term for a successive one (1) year term unless terminated pursuant to Paragraph 8, below.

3. LICENSE FEE. In consideration of the license granted hereunder, LICENSEE agrees to pay to MOLLY MANNERS the licensing fee of **\$499.00**. All payments due hereunder shall be made in United States currency drawn on a United States bank, unless otherwise specified between the Parties. All monies paid to MOLLY MANNERS shall be deemed non-refundable.

4. WARRANTIES & REPRESENTATIONS.

A. LICENSEE represents and warrants that:

- (i) It shall be solely responsible for providing all of its own Licensed Services utilizing the Trademark and Copyright Material, together with all marketing and promotions related thereto, and will bear all costs associated therewith.
- (ii) It acknowledges that MOLLY MANNERS has no obligation to it to market the Website.
- (iii) Entering into this License Agreement will not breach LICENSEE's agreements with any third parties.
- (iv) LICENSEE has no felonies, sexual offender history or other criminal history that would indicate it is inappropriate to have unsupervised time with or teach children. LICENSEE will immediately inform MOLLY MANNERS if such history comes to light due to past or new behaviors and will not allow said

LICENSEE, employee, volunteer, or independent consultant to interact with children without further written approval by MOLLY MANNERS.

- (v) It understands that MOLLY MANNERS holds exclusive right and title to the Trademark Material and Copyright Material and that LICENSEE shall never acquire any ownership rights in or to the intellectual property subject to this license.
- (vi) It will not, at any time, dispute or contest, directly or indirectly, MOLLY MANNERS' exclusive right and title to the Trademark Material, Copyright Material, or other intellectual property that is the subject of this License Agreement.
- (vii) It acknowledges that the Copyright Material and Trademark Material are unique and original to MOLLY MANNERS.
- (viii) It acknowledges that the Trademark Material has acquired secondary meaning.
- (ix) It acknowledges the value of the goodwill associated with the Trademark Material and Copyright Material.
- (x) It acknowledges that, due to existing territory exclusivity arrangements, LICENSEE is prohibited from providing the Licensed Services in Cincinnati, Ohio, USA; Memphis, Tennessee, USA; Singapore; Queensland, Australia, Barbados, UAE, Cyprus Greece, Cebu Philippines, South Korea, or Guatemala. If LICENSEE relocates to any of these protected territories, MOLLY MANNERS may terminate this License Agreement as provided by Paragraph 8.

B. MOLLY MANNERS represents and warrants that: (i) it has the right and power to grant the licenses granted herein and that there are no other agreements with any other party in conflict herewith; and (ii) the Trademark Material and Copyright Material do not infringe any valid right of any third party.

5. NO FRANCHISE OR BUSINESS OPPORTUNITY AGREEMENT.

A. The Parties are licensees and nothing in this License Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise or business opportunity agreement between MOLLY MANNERS and LICENSEE. Neither party, by virtue of this License Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other party. Except as provided otherwise in this License Agreement, LICENSEE has the sole discretion to determine LICENSEE'S methods of operation, accounting practices, personnel practices, advertising and promotion, customers, and service areas and methods. The relationship created hereby between the parties is solely that of licensor and licensee. If any provision of this License Agreement is deemed to create a franchise relationship or business opportunity agreement between the Parties, then MOLLY MANNERS may immediately terminate this License Agreement and the Parties shall negotiate in good faith

to modify this License Agreement so as to effect the Parties' original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as a license agreement and not a franchise agreement or business opportunity agreement.

B. MOLLY MANNERS makes no guarantee of potential earnings that will, or may, be received by LICENSEE under this License Agreement, and has not provided LICENSEE with any statements concerning the possible range of LICENSEE's earnings. Further, MOLLY MANNERS does not promise that MOLLY MANNERS will refund any or all of the amount paid by LICENSEE for the right to enter into this License Agreement.

C. LICENSEE acknowledges that MOLLY MANNERS provides no "buy-back", "protection", or "secured investment" arrangement of any nature whatsoever that would serve to protect LICENSEE from the loss of any purchases or payments in connection with this License Agreement.

D. MOLLY MANNERS is not obligated to provide a sales program or a marketing program to LICENSEE, and has not provided LICENSEE's with any statements or representations about MOLLY MANNERS's intention to provide a sales program or marketing program.

E. MOLLY MANNERS makes no representation to LICENSEE that MOLLY MANNERS will provide any locations for LICENSEE for the sale of the Licensed Services, and has not represented to LICENSEE that any assistance will be given directly or indirectly by MOLLY MANNERS in finding locations for the use or operation of LICENSEE's business.

6. QUALITY CONTROL.

A. The licenses granted hereunder are conditioned upon LICENSEE's full and complete compliance with the marking and notice provisions of the copyright and trademark laws of the United States.

B. The Trademark Material and Copyright Material shall not be altered without express written permission of MOLLY MANNERS. The Trademark Material and Copyright Material shall be either printed in black and white or using the colors originally provided with the Trademark to LICENSEE (lime green and orange).

C. All marketing and promotional materials incorporating use of the Trademark Material and/or Copyright Material shall be tasteful and of a high quality which is at least equal to marketing and promotional materials used by MOLLY MANNERS.

D. The Trademark Material and/or Copyright Material shall only be used for the Licensed Services and in no instance shall it be used for the promotion of tobacco products, illicit drugs, alcohol or other product or service inconsistent with an educational program aimed at youth. Trademark Material and Copyright Material shall not be used on materials which are not part of the Molly Manners curriculum except for marketing or promotional materials advertising Molly Manners classes and instruction or that serve administrative functions such as registrations and scheduling.

E. LICENSEE shall use its best efforts to promote the Trademark Material and Licensed Services and generate an increase in the client base for the Licensed Services under the Trademark Material.

F. All materials that utilize Trademark Material, including color schemes, shall be of the highest quality consistent with the reputation, image and prestige of MOLLY MANNERS and only used on products and in locations consistent with and appropriate to the Licensed Services, in particular an educational program aimed at youth.

G. LICENSEE shall display with the Trademark Material and Copyright Material the approved symbol notifying the consumer of the copyright and/or trademark rights owned by and licensed within this License Agreement. LICENSEE agrees to: (i) mark all Trademark and Copyright Material with any reasonable copyright and/or trademark notices provided by MOLLY MANNERS; and (ii) comply with any reasonable standards promulgated by MOLLY MANNERS now or hereafter during the Term of this License Agreement that relate to the use of the Trademark Material and Copyright Material by LICENSEE. This includes the following:

- (i) Materials containing the Molly Manners character shall include an endnote or footnote reading: “© 2013 Molly Manners, LLC. ‘Molly Manners’ and the Molly Manners character are registered trademarks of Molly Manners, LLC.
- (ii) Materials containing any one or all of the Polite Pals characters shall include an endnote or footnote reading: “© 2013 Molly Manners, LLC. ‘The Polite Pals’ and the Polite Pals characters are registered trademarks of Molly Manners, LLC.
- (iii) When referring to the Licensed Services that LICENSEE will provide to clients or prospective clients, all instances of “Molly Manners” or “The Polite Pals” shall be immediately followed by the ® symbol. E.g., “I am offering a fun new enrichment program called Molly Manners ®.”

H. Because LICENSEE will be teaching or otherwise have contact with children in association with the Licensed Services, LICENSEE shall have had a background check prior to commencing the Licensed Services and shall have no felonies, sexual offender history or other criminal history that would indicate LICENSEE is inappropriate for teaching children. Such background checks shall be performed by a third party vendor, and LICENSEE shall bear the costs of any such background check. Upon receipt of notice, LICENSEE shall furnish copies of the reports prepared under such background check to MOLLY MANNERS.

I. LICENSEE shall immediately notify MOLLY MANNERS regarding any potential infringement of the Trademark Material and Copyright Material by its employees, volunteers, independent consultants, or third parties, including the use of substantially similar characters, branding or marketing materials.

J. LICENSEE acknowledges that the above notice imparts no duty on MOLLY MANNERS to resolve conflicts between it and its clients, but rather serves as a means for MOLLY MANNERS to monitor quality assurance issues in relation to its Trademark Material.

7. STUDENT DATA PRIVACY.

A. LICENSEE acknowledges and agrees that, in the course of its provision of the Licensed Services, LICENSEE may create, receive or have access to certain Assistant or customer information that is regulated by international, federal and state student or consumer data privacy laws. Such information includes, without limitation, names, signatures, addresses, social security numbers, telephone numbers, email addresses, criminal and credit history, and other unique personal identifiers (“PI”). LICENSEE shall comply with all applicable data privacy laws in LICENSEE’s creation, collection, receipt, transmission, storage, disposal, use and disclosure of such PI and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use or disclosure of PI under its control or in its possession by all employees, volunteers or independent consultants.

B. In recognition of the foregoing, LICENSEE agrees and covenants that it shall:

(i) keep and maintain all PI in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

(ii) not create, collect, receive, access or use PI in violation of law;

(iii) obtain such permissions and provide such notices as are required by law;

(iv) use and disclose PI solely and exclusively for the purposes for which the PI, or access to it, is provided pursuant to the Licensed Services, and not use, sell, rent, transfer, distribute or otherwise disclose or make available PI for LICENSEE’s own purposes or for the benefit of any Unauthorized Third Party;

(v) not, directly or indirectly, disclose PI to any person other than LICENSEE’s employees, volunteer or independent consultants (an “Unauthorized Third Party”) without the customer’s prior written consent, unless and to the extent required by government authorities or as otherwise expressly required by applicable law; and

(vi) store all PI as required by law;

(vii) dispose of all PI as required by law

8. TERMINATION. The following termination rights are in addition to the termination rights that may be provided elsewhere in this License Agreement:

A. Right to Terminate on Notice. Either MOLLY MANNERS or LICENSEE shall have the right to terminate this Agreement at any time and for any reason upon thirty (30) days advance written notice to the other Party. In such an event, all monies paid to MOLLY MANNERS shall be deemed non-refundable.

B. Non-Renewal. Either Party may give written notice of its intention not to renew thirty (30) before expiration of the current term.

C. Immediate Right of Termination. MOLLY MANNERS shall have the right to immediately terminate this License Agreement by giving written notice to LICENSEE in the event that LICENSEE does any of the following:

(i) Breaches any of the provisions of this License Agreement relating to the unauthorized use or assertion of rights in the Trademark Material, Copyright Material, or intellectual property; or

(ii) Fails to pass any background check required under this License Agreement, or continues to allow an employee, volunteer or independent consultant who has failed to pass a background check required under this License Agreement to assist with providing Licensed Services, as such failure is determined by MOLLY MANNERS in its sole discretion; or

(iii) Is the subject of substantial client complaints directed to MOLLY MANNERS headquarters which dilute the image, brand or trademark of MOLLY MANNERS, the substantiality of which shall be determined by MOLLY MANNERS in its sole discretion; or

(iv) Provides or offers to provide the Licensed Services in one of the protected territories set forth in Paragraph 4A(x), above.

D. Post-Termination. Upon the termination of this License Agreement, all of the rights of LICENSEE under this License Agreement shall forthwith terminate and immediately revert to MOLLY MANNERS, and LICENSEE shall immediately discontinue all use of the Trademark Material, Copyright Material, intellectual property, trade secrets and Website, at no cost whatsoever to MOLLY MANNERS.

9. LIMITATIONS ON LIABILITY & DAMAGES.

A. MOLLY MANNERS shall not be liable to LICENSEE or any third party for any indirect, incidental, special or consequential damages, whatsoever, relating to the Licensed Services, Copyright Material or Trademark Material, irrespective of whether said potential damages were disclosed to MOLLY MANNERS.

B. Some jurisdictions restrict the exclusion of implied warranties and/or liabilities, so the above exclusion may not apply. This License Agreement gives you specific legal rights and you may also have other rights that vary from state to state.

C. In no event will the total liability of MOLLY MANNERS for any damages arising out of or relating to the use of materials licensed under this License Agreement or the Licensed Services, whether in contract, tort or otherwise, exceed the total fee LICENSEE has paid to MOLLY MANNERS hereunder.

10. INDEMNITY & INSURANCE.

A. To the fullest extent permitted by law, LICENSEE shall defend, indemnify and hold harmless MOLLY MANNERS, its members, managers, agents and employees, from and against loss, damage, claims, costs, and expenses (including, without limitation, reasonable attorneys' fees, amounts paid in settlement and penalties), whether to person or property,

incurred through claims of third parties against MOLLY MANNERS based on the sale or performance of the Licensed Services, including but not limited to, actions founded on negligence, gross negligence, or intentional acts; breach of intellectual property or trade secret rights; or breach of or failure to perform any representation, warranty, or agreement set forth in this License Agreement. The Parties shall immediately inform the other Party if it becomes reasonably aware of a potential claim which may require application of this Paragraph.

B. LICENSEE shall maintain, with financially sound and reputable insurers, insurance with respect to its activities pursuant to this License Agreement to be against such casualties and contingencies, of such types, on such terms and in such amounts as is customary in the case of persons engaged in the same or a similar business and similarly situated as the Licensed Services. LICENSEE shall furnish MOLLY MANNERS with a certificate evidencing such insurance within ten (10) days of request. "MOLLY MANNERS, LLC" shall be named as an additional insured and loss payee, as applicable, under all such insurance. Such insurance policy shall provide that MOLLY MANNERS shall be given advance written notice of cancelling of any such insurance in accordance with applicable law.

11. NOTICE. Whenever under this License Agreement it becomes necessary to give notice, such notice shall be in writing and shall be delivered to the other Party at the appropriate address served by registered or certified mail, with postage and fees prepaid, or by personal delivery. The address for MOLLY MANNERS for the purpose of this Paragraph is: Molly Manners, LLC, PO Box 773556, Steamboat Springs, CO 80477, U.S.A. The address for LICENSEE for the purposes of this Paragraph shall be the address that was submitted in the application LICENSEE submitted to MOLLY MANNERS. The addresses may be changed by giving written notice of such change in the manner herein provided for giving notice or by email. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

12. JURISDICTION & DISPUTES.

A. This License Agreement shall be governed in accordance with the laws of the State of Colorado and, as applicable, the 10th Circuit of the U.S. federal courts.

B. Should any dispute arise between the LICENSEE and MOLLY MANNERS regarding their rights under any provision of this License Agreement, the parties agree to refer such dispute to the American Arbitration Association, whose decision on the issues shall be binding on the parties and shall be without appeal. The aggrieved party in the dispute shall identify three impartial arbitrators from which the responding party will choose one arbitrator to hear and rule on the matter. The substantially prevailing party in an arbitration decision shall be entitled to recovery of its reasonable costs, interest and attorneys' fees incurred in the arbitration.

C. If any dispute under this License Agreement arises that is outside the jurisdiction of the American Arbitration Association, it shall be resolved by the courts of the state in which MOLLY MANNERS has its principal place of business (currently Colorado), and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it. Venue shall be in the County

of Routt, Colorado or, if before the federal court, the U.S. District Court for the State of Colorado.

13. STANDARD PROVISIONS.

A. Agreement Binding on Successors. The provisions of this License Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors and assigns.

B. No Waiver. No waiver by either Party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this License Agreement.

C. Severability. If for any reason whatsoever, any term, obligation or condition of this License Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, obligation or condition: (a) shall be deemed to be independent of the remainder of this License Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this License Agreement or any part thereof; and (b) the remainder of this License Agreement not affected, impaired or invalidated will continue to be applicable and enforceable to the fullest extent permitted by law against any person and circumstance other than those as to which it has been held or rendered invalid, unenforceable and illegal.

D. No Joint Venture. Nothing contained herein shall constitute this arrangement to be employment, agency, a joint venture or a partnership. MOLLY MANNERS accepts no liability for the actions or inactions of LICENSEE, including without limitation, any liability related to taxes, workers compensation or employer liability.

E. Assignability. The license granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law unless with the express written consent of MOLLY MANNERS, which may be withheld in its sole discretion.

F. Integration. This License Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this License Agreement. This License Agreement shall take precedence over any other documents which may be in conflict with said License Agreement.

G. Interpretation. Unless the context dictates otherwise, the singular number will include the plural; the masculine will include the feminine; and vice-versa in all cases. Unless the context otherwise demands, words importing neutral gender or any gender shall be interpreted to mean any or all genders, including the neutral.

H. Attorneys' Fees. Notwithstanding anything to the contrary contained in this License Agreement, if either Party institutes legal proceedings, including arbitration, against the other with respect to this License Agreement or enforcement of the rights and obligations in relation to the Trademark Material and Copyright Material, the non-prevailing Party shall pay to

the substantially prevailing Party all reasonable attorneys' fees and disbursements and all other costs and expenses incurred by the substantially prevailing Party in connection therewith.

I. Read and Understood. This License Agreement is a legally binding instrument and LICENSEE acknowledges that it has read and understands this License Agreement and agrees to be bound by its terms. LICENSEE acknowledges that it has had the opportunity to have this License Agreement reviewed and negotiated by legal counsel of its choosing. The terms of this License Agreement have been negotiated with input from both Parties and shall not be interpreted in favor of one Party or the other. The Parties have not relied on any statement or advice given by the other Party regarding the tax treatment or implications of this License Agreement.