

LIMITED INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Limited Intellectual Property License Agreement (this “Agreement” or the “License”), effective as of _____, 2023 (the “Effective Date”), is by and between the WHY Institute LLC, a New Mexico limited liability company (the “Licensor”) and _____ (the “Licensee”). Licensor and Licensee are collectively referred to herein as the “Parties” and individually, a “Party.”

Recitals

WHEREAS, Licensor is the authorized licensee of certain intellectual property consisting of a system of products and services which includes but is not limited to, a discovery tool to facilitate discovery of self awareness and/or brand awareness, coaching and training to develop self-awareness and/or brand awareness based on such discovery tool results, and access to seminars, courses, and the Licensor’s website and materials (the “System”);

WHEREAS, the Licensor will use the System IP to coach and/or train Licensee on accessing the System and how to interpret, understand, and use results Licensee obtains from the System to further their personal self-awareness and/or brand awareness;

WHEREAS, the grant of the License from Licensor to Licensee is conditioned on Licensee signing up for a program with the Licensor (the “Subscription”) and will remain in effect so long as Licensee maintains such Subscription;

WHEREAS, Licensee wishes to obtain access to the System and use the System (consistent with the terms of this Agreement) for the purposes of fostering and developing their own self-awareness and/or brand awareness, which access and use of the System shall only be permitted during the Term of this Agreement and terminate upon expiration of the Term;

WHEREAS, Licensor is willing to grant to Licensee this License to use the System and System IP in connection with the terms, conditions, and limitations set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. License. Subject to this Agreement’s terms, conditions, and limitations, Licensor hereby grants to Licensee during the Term, a non-exclusive, non-transferable, non-sublicensable license to use the System solely in connection with the purposes established by the Licensor, which include but are not limited to, the discovery and development of Licensee’s personal self-awareness and/or brand awareness. The grant of this License includes, the right of Licensee to use all inventions, patents, trade secrets, copyrights, software programs, works of authorship, trademarks, service marks and other intellectual property rights now owned, or in the future developed or owned by Licensor, that comprise the System and/or the products and services thereunder (the “System IP”) in connection with the purposes stated in this Agreement. No license or rights are granted to Licensee by implication, estoppel, or otherwise, other than as expressly granted by Licensor in this Agreement. Licensor is the sole authorized entity that is permitted to license the System IP to Licensee and to certify Licensee as a WHY Certified Agent pursuant to the terms, conditions, and limitations of this Agreement.

2. Reservation of Rights. Licensors reserves all rights not expressly granted to Licensee under this Agreement. No use of the System or System IP by Licensors or any third party in any medium or manner will be deemed to interfere with the limited permissions made to Licensee by Licensors herein.

3. Term. This License shall commence on the Effective Date and shall continue so long as Licensee maintains a Subscription with the Licensors, which shall include any extensions or renewals thereof and until termination of such Subscription.

4. Assignment of Rights. This License and the rights granted herein shall not be sublicensed, assigned, or otherwise transferred absent the prior written consent of Licensors. For purposes of this section, a transfer shall include the sale of a controlling interest of Licensee's ownership interests to a third party, or the sale of all or substantially all of Licensee's assets to a third party. Any and all transfers in violation of this section will result in the immediate termination of this License.

5. Use Limitations. The rights granted in this License are subject to the following limitations:

a. Licensee shall not copy or distribute any System IP to any third party, absent prior written consent of Licensors, except for the limited purpose of any co-branding efforts between Licensee and Licensors.

b. Licensee shall not modify, decompile, disassemble, reverse engineer, or create derivative works based on any of the System IP.

c. Licensee shall use the System IP in compliance with applicable law, including but not limited to all applicable provisions of copyright and other intellectual property laws.

6. Ownership. Nothing in this Agreement shall be deemed to grant to Licensee any ownership or rights in the System or System IP other than the rights expressly granted herein and subject to the limitations stated herein.

7. Licensors's System IP Warranty. Licensors warrants that it has the right to grant the License set forth herein and Licensors agrees to indemnify and hold Licensee harmless from any claims arising out of Licensee's infringement or violation of the intellectual property rights of others resulting from Licensee's use of the System or System IP in strict accordance with this License. Any deviation of Licensee from the terms, conditions, or limitations of this License will result in Licensors's warranty and indemnification obligations stated herein to become immediately null and void *ab initio*.

8. Maintenance and Technical Support. During the Term, Licensors may provide Licensee with updates and upgrades of the System IP and with maintenance and support of the System or System IP, at no cost to Licensee, to no less than the extent and amount required by the Subscription.

9. Indemnification. Licensee shall indemnify and hold harmless Licensors for all claims and damages resulting from and arising out of Licensee's infringement or violation of the intellectual property rights of others resulting from Licensee's unauthorized deviation from the terms, conditions, or limitations of this License and from all claims and damages resulting from and arising out of Licensee's breach of any term, condition, or limitation of this License.

10. Limitation of Liability. LICENSORS SHALL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING LOSSES OF BUSINESS,

REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. No Guarantee. Licensor in no way guarantees or promises any increase in revenue or income deriving from the use of the System or System IP in connection with this Agreement.

12. Protection of the System IP. Licensee shall promptly notify Licensor in writing of any actual, suspected, or threatened infringement, dilution, or other conflicting use of the System IP by any third party of which it becomes aware. Licensor has the sole right, in its discretion, to bring any action or proceeding with respect to any such infringement, dilution, or other conflict and to control the conduct of, and retain any monetary recovery resulting from, any such action or proceeding (including any settlement). Licensee shall provide Licensor with all assistance that Licensor may reasonably request, at Licensor's expense, in connection with any such action or proceeding. The Parties acknowledge and agree that this section is an essential and material term of this Agreement and any breach of this section shall be considered a material breach of the Agreement immediately entitling Licensor to all remedies contemplated by this Agreement.

13. Confidentiality. Each Party acknowledges that in connection with this Agreement it may gain access to information that is treated as confidential by the other Party, including information about the other Party's business operations and strategies, goods and services, customers, pricing, marketing, and other sensitive and proprietary information ("Confidential Information"). Each Party shall not disclose or use any Confidential Information of the other Party for any purpose other than as reasonably necessary to exercise its rights or perform its obligations under this Agreement.

14. Licensor Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT AND THE SYSTEM AND SYSTEM IP, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

15. Termination. Except as expressly stated elsewhere, this License shall terminate upon the expiration or termination of the Subscription or upon written notice to a Party of that Party's breach of this Agreement followed by a failure to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching Party. Upon termination or expiration of this License for any reason, Licensee shall immediately and without further notice permanently destroy all copies of the System and System IP. Notwithstanding the destruction of all copies of the System and System IP mandated by this section, Licensee shall continue to be bound by all confidentiality obligations and agreements of this License. Use of the System or System IP and any practice which requires the use of the System or System IP shall only be permitted while a Subscription is in effect and shall immediately cease, without further notice, upon termination or expiration (for any reason whatsoever) of a Subscription. Any noncompliance with the strict requirements stated herein shall be considered a breach and immediately entitle Licensor to all remedies available at law or equity, including without limitation equitable relief consistent with Section 24.

16. Independent Contractors. The relationship between the Parties is that of independent contractors.

Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

17. Notices. All notices, notifications, and elections and other communications required or permitted pursuant to this Agreement shall be made in writing and shall be deemed to have been duly given and effective: (1) upon delivery if personally hand-delivered; (2) on the earlier of the fourth (4th) day after mailing or the date of return receipt acknowledgment, if mailed, postage prepaid, by certified or registered mail, return receipt requested; (3) on the date sent if sent by facsimile or email; or (4) on the date of delivery if sent by a recognized overnight courier. Such communications shall be addressed as follows, or as otherwise directed in a notice by any Party given to all other Parties in accordance herewith:

If to Licensor: WHY Institute, LLC

Attn: Dr. Gary Sanchez
5700 Harper NE
Suite 201
Albuquerque, NM 87109
gary@whyinstitute.com

If to Licensee: _____

Attn: _____

18. No Third-Party Beneficiaries. This Agreement solely benefits the Parties and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DISPUTE OR OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION

21. Binding Arbitration. In the event of any dispute between the Parties with respect to this Agreement, the Parties will attempt to resolve the dispute as expeditiously as possible by discussions between the Parties. If those discussions do not result in a resolution, the Parties agree to participate in mediation with

the assistance of a third-party, professional mediator. If mediation does not result in a resolution of the dispute, then upon written request by either Party, any dispute between the Parties, contractual or otherwise, shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), before an arbitrator to be selected by the Parties. If the Parties cannot agree on an arbitrator within fifteen (15) days of one Party's notice to the other Party invoking the right to arbitrate, and none have been chosen by the Parties then the AAA shall appoint an arbitrator who has significant experience in arbitrating matters similar to the subject matter disputed under this Agreement. The arbitration shall commence not less than fifteen (15) nor more than forty-five (45) days after the arbitrator has been designated. The arbitration will be held in Bernalillo County, New Mexico. The arbitration shall be concluded as soon as reasonably possible, and the arbitrator shall make a written determination of the dispute within fifteen (15) days of the completion of the arbitration hearing. The prevailing Party in any such arbitration shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses and other costs and expenses incurred in connection with such arbitration, unless the arbitrator, for good cause, determines otherwise. Costs and fees of the arbitrator shall be borne by the non-prevailing Party, unless the arbitrator determines otherwise. The arbitrator's adjudication shall be final and fully binding upon the parties and enforceable in any court having jurisdiction thereof. The parties agree that this Agreement shall be governed by the laws of the State of New Mexico.

22. Attorney's Fees. In the event of litigation or any legal proceeding directly or indirectly arising out of relating to this Agreement or any other dispute or other transactions contemplated by this Agreement (whether based on contract, tort or any other theory), the prevailing party shall be entitled to recover all costs incurred by it, including reasonable attorney's fees.

23. Governing Law; Jurisdiction. This Agreement has been executed in the State of New Mexico and shall be governed by and construed in all respects in accordance with the law of the State of New Mexico. Except as otherwise expressly provided in this Agreement, any dispute or claim arising under or with respect to this Agreement will be resolved by the courts in Albuquerque, Bernalillo County, New Mexico. For purposes of any such proceeding the Parties submit to the non-exclusive jurisdiction of the courts of the State of New Mexico located in Albuquerque, Bernalillo County, New Mexico. Each agrees not to raise and waives any objection to or defense based on the venue of any such court or the doctrine of *forum non conveniens*.

24. Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief.

25. Remedies Cumulative. The rights and remedies provided herein and by applicable law are cumulative and are in addition to and not exclusive of any other rights or remedies provided by law.

26. Refunds. Any claim for refund is subject to the Licensor's refund policy in effect at the time of such refund claim. Licensor's refund policy shall not be considered a part of this Agreement and may be subject to change or amendment from time to time without prior notice to Licensee. This section shall in no way be construed or interpreted to guarantee a refund to Licensee.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one document.

28. Entire Agreement; Modification; Waiver. This Agreement contains the entire agreement between the Parties with respect to the matters contemplated herein and there are no agreements, representations, or warranties with respect to such matters that are not set forth herein. All prior negotiations, agreements, and understandings are superseded hereby. This Agreement may not be modified or amended except by an instrument signed by or on behalf of all Parties hereto. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Licensor:

WHY Institute, LLC

By: 

Dr. Gary Sanchez
Its Member

Licensee:

Name: _____

By: _____

Print: _____

Title: _____