

## **Distribution Rights**

- CAN be sold - YES
- CAN sell resale rights or master resell rights - YES
- CAN add the product into your product bundle or package and sell for a higher price - YES
- CAN be added to a paid membership site - YES
- When added to a Membership site, your customers and Clients CANNOT download the content and be granted the Resell Rights.
- CANNOT give the product away for FREE - NO
- CANNOT offer the product as a bonus to another product you are selling. However, you can offer other bonuses to this product when selling - YES
- CANNOT sell the product on auction sites such as eBay.com - NO
- CANNOT use nor sell this product in a dime sale event, under any circumstances at all
- Videos CANNOT be Modified in ANY WAY. Video training CAN be uploaded on other hosts, however they CANNOT be modified.
- Product minimum sale price is \$497. However product can be sold for any price above \$497
- Discounts can be applied > As long as MINIMUM price of \$497 is not breeched. Example: You can price it at \$997 and offer a sale price of \$497

## **Digital Product Licensing Agreement**

This Digital Product Licensing Agreement (the "Agreement") is made effective as of the date purchased, by and between Changing Courses 11 LLC ("Licensor"), and the Purchaser ("Licensee"). The Licensor and Licensee may be referred to individually as a "Party" and collectively as the "Parties." WHEREAS, the Licensor owns a digital course entitled "Roadmap to Riches" ("Product") created by Changing Courses 11 LLC;

**WHEREAS**, the Licensee desires to obtain a non-exclusive license to sell the Product;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made by the Parties, the Licensor grants the Licensee a non-exclusive license to sell the Product, subject to the following terms and conditions:

### **Grant of License**

Licensor hereby grants to Licensee, a non-exclusive, non-transferable, revocable license to sell the Product subject to the terms and conditions set forth in this Agreement. See “Distribution Rights” that are amended to this agreement. The “Distribution Rights” govern the actions that can be taken by the Licensee with regards to the Product.

### **Payment and Royalties**

Licensee agrees to pay Licensor a one-time licensing fee of \$497, and sell the Product for a minimum price of \$497.

### **Intellectual Property Rights**

Licensor warrants that it is the owner of the Product and has the right to grant the Licensee the rights as set forth in this Agreement. The Licensee acknowledges that all intellectual property rights in the Product, including copyrights, shall remain the exclusive property of the Licensor or Changing Courses 11 LLC, as applicable.

### **Compliance with Laws**

Licensee agrees to comply with all applicable laws and regulations in connection with the sale of the Product.

### **Termination**

This Agreement may be terminated by Changing Courses 11 LLC upon written notice if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within the notice period.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Tennessee, without regard to its conflict of law principles.

### **Indemnification**

Licensee agrees to indemnify, defend, and hold harmless Licensor, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, liabilities, expenses,

damages, and costs, including reasonable attorneys' fees, arising out of or relating to the Licensee's sale of the Product or any breach of this Agreement by the Licensee.

### **Miscellaneous**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior negotiations, understandings, and agreements between the Parties. This Agreement may only be amended or modified in writing, signed by both Parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date the Licensee purchased the Product in association with the digital agreement made by selecting the check box provided at purchase.

### **Distribution Rights Agreement for Master Resell Rights Product**

This Distribution Rights Agreement (the "Agreement") is entered into on the date of purchase (the "Effective Date") between Changing Courses 11 LLC (the "Licensor") and the purchaser (the "Licensee").

WHEREAS, the Licensor is the owner of certain intellectual property rights associated with a digital product, including but not limited to software, ebooks, and other digital media (the "Product");

WHEREAS, the Licensor desires to grant the Licensee the right to distribute and sell the Product, subject to the terms and conditions of this Agreement;

WHEREAS, the Licensee desires to accept such grant and to distribute and sell the Product, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Grant of Distribution Rights. The Licensor hereby grants to the Licensee the non-exclusive right to distribute and sell the Product worldwide for the term of this Agreement.
2. Restrictions. The Licensee agrees to distribute and sell the Product only in accordance with the terms and conditions set forth in this Agreement. The Licensee shall not make any modifications

or alterations to the Product without the prior written consent of the Licensor. The licensee may distribute and resell the product in any way they choose, as long as they adhere to the terms and conditions set forth in the agreement.

- The licensee may claim ownership over the product when reselling the product, however licensee cannot claim copyrights.

3. The licensee may not modify, adapt, or create derivative works from the product without prior written consent from the Licensor.

4. The licensee must notify the Licensor immediately in the event that they become aware of any unauthorized use or distribution of the product.

5. The licensee must comply with all applicable laws and regulations in connection with their distribution and sale of the product.

- Laws include but are not limited to the state the licensee resides and US Federal law.

6. The licensee is responsible for all taxes and other fees associated with their distribution and sale of the product.

7. The licensee may not use the Licensor's name, trademarks, or other intellectual property in any way that implies endorsement or sponsorship of their product or business that is not associated with the product provided by the licensor.

8. The licensee must indemnify and hold the Licensor harmless from any claims, damages, or expenses arising out of the licensee's distribution and sale of the product.

9. This agreement may be terminated by the Licensor upon written notice if the other party breaches any material provision of the agreement.

**Payment.** The Licensee shall never pay the Licensor a PERCENTAGE of the net sales revenue received by the Licensee from the sale of the Product. The Licensee is not required to provide the Licensor with weekly, monthly, quarterly, or yearly reports indicating the number of units sold and the net sales revenue received by the Licensee.

- Any and all sales completed by the Licensee is the sole responsibility of the Licensee.

**Marketing and Promotion.** The Licensee shall use any and all reasonable efforts to promote and market the Product in a professional manner. Those efforts are the Licensees responsibility and the Licensee agrees to indemnify the Licensor of any and all legal matters they may be involved with.

- The Licensee agrees that no auction sites can be used for the resale of the Product.
- The Licensee agrees that lying for financial gain is unethical and that the Licensor does not endorse any of the Licensees marketing material and that the Licensor is not responsible for any false information given by the Licensee.

**Confidentiality.** The parties agree to keep confidential all information received from the other party in connection with this Agreement.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and understandings of any kind, whether oral or written, between the parties.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.