



TRAINING AND LIMITED LICENSE AGREEMENT Bridges Out of Poverty

Workshop and Certification

1. I am applying for training in the Training Certification Workshop (the "Workshop") to be held by aha! Process, Inc. (the "Company") on the dates and at the location indicated below.
2. I am taking the Training Certification Workshop for the purpose indicated below.
 - Non-Certification -Information and knowledge only
(I will not be providing the training to anyone else.)
 - Certification as a Trainer
3. Certification requires successful completion of the Workshop, including full attendance of all sessions for the entire Workshop, passing a test administered by the Company and possibly demonstrating proficiency as a presenter of the Company's materials. The Company will define, administer, and modify the test in its sole discretion. The company will set and modify the criteria for achieving a passing grade in its sole discretion. If I fail the certifying test or fail to demonstrate proficiency as a presenter, the Company will permit me to repeat the Workshop without paying another training fee subject to availability of space in future Workshops. The Company has no obligation to put on additional Workshops at the same or nearby locations to accommodate such repeat attendance.
4. Certification will be effective through December 31 of the second year after I am certified. At the end of each two-year period, I will be required to participate in this Workshop again or a specified Recertification Workshop and receive Certification on the Company's then-existing criteria.

Intellectual Property

5. The Workshop includes training regarding proprietary intellectual property owned by the Company, including without limitation know-how, written materials, research and related data and analysis, training techniques and oral presentations (the "Proprietary Materials"). I acknowledge that the Proprietary Materials are the sole and exclusive property of the Company and may not be used other than strictly in accordance with the limited license described below.
6. The Proprietary Materials include copyrighted written materials, including the book entitled *Bridges Out of Poverty: Strategies for Professionals and Communities*, the workbook entitled *Bridges Out of Poverty*, and the *Trainer Certification Manual*. I acknowledge and agree that under no circumstances will I be permitted to photocopy or otherwise duplicate these Proprietary Materials, except as expressly permitted in the Limited License.
7. For each training I conduct, the Permitted Institution (defined below) must purchase a personal copy of *Bridges Out of Poverty: Strategies for Professionals and Communities* or the workbook entitled *Bridges Out of Poverty* for each participant; it is not acceptable to reuse the Proprietary Materials for multiple training workshops. In addition to these materials, I am allowed to make available to my audience aha! Process provided PowerPoint slide handouts of various print formats with the aha! Process copyright.
8. I am permitted to present up to a two-hour overview one time to a group within my Permitted Institution or a non-profit organization within my community without purchase of Proprietary Materials; however, if the group wishes additional training, Proprietary Materials must be purchased. The ONLY pages that can be copied for the overview are the three quizzes in the Proprietary Materials; when copied, the Company's name and phone number MUST appear on the page.



Limited License

9. The Company grants me a limited non-exclusive license and right to use and present the Proprietary Materials for training purposes only for users employed by my Permitted Institution only, during the period of my Certification and subject to the following terms and conditions:
10. "Permitted Institutions" includes only the individual institution/agency that is my principal employer at the time of Certification or for which I principally act as an independent contractor at the time of certification. This also includes any and all regular partners that I have contact with on a continual monthly and long-term basis. A regular partner is defined as an organization that it is my professional responsibility to work with on a regular basis as a regular part of my job description with my principal employer. Within my community I have the permission to train at an organization that currently has a Bridges out of Poverty Certified Trainer following the guidelines of this agreement. In the event I change principal employers, the Company, using its sole discretion, will consider my written request to amend this Limited License to include the new principal employer as a Permitted Institution.
11. This Limited License extends only to training users at the local, district, or regional level for Permitted Institutions, whichever falls under the normal scope of my position. If the normal scope of my position involves work at the state level as indicated below, the Limited License extends to training at the state level but ONLY within the bounds and responsibilities of my position. Under no circumstance does the Limited License extend to use at a national conference, even if within my primary area of responsibility.
12. I will not train others as trainers of the Proprietary Materials.
13. The Company has the right, at its sole cost and expense, to attend or monitor any presentation for the purpose of monitoring compliance with the Limited License and my proficiency and effectiveness. In the event the Company determines that my proficiency and effectiveness if not to the Company's standards, the Company shall have the right to suspend my Certification and require that I attend another Workshop to receive recertification or participate in other training that may be provided by the Company or its consultants to raise my proficiency and effectiveness.
14. I may not receive any compensation from my employer for participation in the Workshop or from my employer or any participant in any training I conduct after Certification, other than my regular or overtime compensation applicable to the time devoted to the Workshop, the training or any preparation. I may not present the training as a profit-generating venture for myself or any Permitted Institution.
15. The Limited License does not include on line courses or training, which is exclusively reserved by the Company.
16. PowerPoint slides and overhead transparencies can be reproduced as handouts for the audience as outlined in item 7.
17. The Limited License terminates automatically on the earlier of (a) termination of my Certification and (b) ten (10) days after my receipt of written notice from the Company of any default of the terms of the Limited License or this Agreement which is not corrected within such ten-day period.



General Terms

18. In no event will the Company be responsible for any costs or expenses I or my sponsoring institution incurs with respect to the Workshop, or the cancellation or rescheduling of the Workshop, or with respect to any training I perform following Certification pursuant to the terms of the Limited License, even if such costs or expenses were foreseeable. The liability of the Company is limited in all circumstances to the fee paid by or on behalf of me for attendance at the Workshop, and the Company will not be liable for any other actual, incidental or consequential damages under this Agreement, the Limited License or otherwise. The Company will not be liable for failure to perform any of its obligations, including without limitation any delay or cancellation of the Workshop, if such performance is delayed or prevented by matters outside of its reasonable control, including without limitation weather conditions, travel delay or cancellation, power outages, strikes or labor actions, illness or Acts of God.

19. I, as a training participant, understand that by paying for this training, I agree to all of the conditions outlined above; furthermore, I understand that I will be held personally liable and the institution which I represent will be sued for breach of contract if I violate any of the conditions.

20. This Agreement may not be amended except by written agreement by both parties.