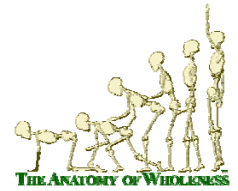




LEARNINGMETHODS — ANATOMY OF WHOLENESS
APPRENTICESHIP TEACHER TRAINING — DIRECTOR: DAVID GORMAN

✉ 78 Tilden Crescent, Etobicoke, Ontario, Canada M9P 1V7
☎ +1 416-519-5470, ✉ licence@learningmethods.com



PROFESSIONAL LICENSE AGREEMENT
FOR LEARNINGMETHODS AUDIO AND VIDEO RECORDINGS
(last amended, 25 March 2018)

THIS LICENSE AGREEMENT is made on _____

BETWEEN: (1) DAVID GORMAN (the "Licensor"); and
(2) _____ (the "Licensee").

INTRODUCTION

As a LearningMethods Teacher or Apprentice-teacher you may purchase or have access to audio or video recordings of various LearningMethods sessions and workshops. All LearningMethods recordings are protected under international copyright laws and many of the sessions contained in these recordings are of a very personal and confidential material. In order to protect the participants of these sessions, as well as yourself and the property rights of the copyright holders, you must sign this Professional License Agreement in order to have access to these recordings.

You will only need to sign this License Agreement once, either at the time of becoming a formal LearningMethods Apprentice-Teacher or on making your first order for or having your first access to any of the licensed LearningMethods recordings. Each subsequent licensed recording that you order or have access to will be covered under the terms of your original License Agreement but will carry a unique License Number assigned to you for the identification of that particular collection of material.

NOTE: It is extremely important that you respect the terms of your Agreement as stated below, particularly with regard to not sharing or copying this material for ANYONE ELSE, even another LearningMethods Teacher or Apprentice-Teacher. Failure to respect these terms will violate your license and prejudice your ability to obtain any future recordings and may also prejudice your ability to become a certificated LearningMethods teacher or revoke any existing License to call yourself a LearningMethods Teacher and use the LearningMethods name and logos.

TERMS OF THE LICENSE

By signing this Professional License Agreement (the "Agreement") the individual (the "Licensee") licensing these LearningMethods recordings (the "Recordings") is consenting to be bound by and is becoming a party to this agreement. The Recordings are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

- 1. LICENSE GRANT.** David Gorman or his suppliers ("Licensor") grants Licensee a non-exclusive and NON-TRANSFERRABLE license to use the Recordings for personal learning purposes. This license entitles Licensee to use the original Recordings and to make one copy of the original Recordings on audio media (computer, tablet, cassette, CD, portable media player, smartphone, etc.) or video media (computer, tablet, DVD, portable media player, smartphone, etc.) for personal use. All terms of this Agreement shall apply to both the original Recordings and the copy (if any).
- 2. RESTRICTIONS.** Except as otherwise expressly permitted in this Agreement, Licensee may not: (i) modify or create any derivative works of the Recordings or documentation, including transcription or translation; (ii) copy, redistribute, lend, sell, rent, lease, sublicense, or otherwise transfer rights to the Recordings; (iii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Recordings; or (v) broadcast or allow any other person to listen to the Recordings.
- 3. TERMINATION.** Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy all copies of the Recordings.
- 4. PROPRIETARY RIGHTS.** Title, ownership rights, and intellectual property rights in the Recordings shall remain in Licensor and/or others as specified in the separate Release Form. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Licensor's ownership of or rights with respect to the Recordings (and/or others' rights as specified in the separate Release Form). The Recordings are protected by copyright and other intellectual property laws and by international treaties. Licensee agrees, at its expense, to defend and hold Licensor, its affiliates and other rights holders harmless from any and all costs, damages and reasonable attorneys' fees resulting from any claim that Licensee's use of the Recordings has injured or otherwise violated any right of any third party or violates any law.

5. **DISCLAIMER OF WARRANTY.** The recordings are provided on an "as is" basis, without warranty of any kind, including without limitation the warranties that they are free of defects, merchantable, fit for a particular purpose or non-infringing. The entire risk as to the quality and performance of the recordings is borne by Licensee. Should the recordings prove defective in any respect, Licensor's liability will be restricted to replacement of the defective item. This disclaimer of warranty constitutes an essential part of this agreement. No use of the recordings is authorized hereunder except under this disclaimer.

6. **LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, in no event will Licensor or its suppliers or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the recordings, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In any case, Licensor's entire liability under any provision of this agreement shall not exceed in the aggregate the sum of the fees Licensee paid for this Agreement (if any) and fees for support of the recordings received by Licensor under a separate support agreement (if any), with the exception of death or personal injury caused by the negligence of Licensor to the extent applicable law prohibits the limitation of damages in such cases. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not be applicable. Licensor is not responsible for any liability arising out of content provided by Licensee or a third party that is accessed through the recordings and/or any material linked through such content.

7. **MISCELLANEOUS.** (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. (b) This Agreement may be amended only by a writing signed by both parties. (c) Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of Canada, excluding its conflict of law provisions. (d) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (e) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. (f) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (g) The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination. (h) Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein. (i) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. (j) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control. (k) The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way. (l) Licensor may change the terms of this Agreement from time to time. By continuing to use the Recordings beyond a period of 30 days after notice of such change has been provided on a public website of Licensor or its affiliate for the first time, Licensee signifies its consent to the revised terms.

Should you have any questions concerning this Agreement, or if you desire to contact Licensor for any reason, please contact David Gorman via e-mail at <david@learningmethods.com> or by post at 78 Tilden Crescent, Etobicoke, Ontario, M9P 1V7 Canada. A copy of the current Professional License Agreement in force can be viewed and printed at: www.learningmethods.com/licences.htm

AS WITNESS the hands of the duly authorised representatives of the parties the day and year first above written

1. _____
Licensor signature:
for and on behalf of the Licensor in the presence of:

Witness signature:

Witness printed name:

2. _____
Licensee signature:
for and on behalf of the Licensee in the presence of:

Witness signature:

Witness printed name:

INSTRUCTIONS: Print two copies of the License. You and your witness should sign both copies. Keep one copy and mail the other back to David Gorman at the address at the top of the License