

License Agreement

This Agreement is made and entered into this _____ day of _____, 2005, by and between Suzanne Falter-Barns, of 124 Lighthouse Way, Essex, New York 12936 ("Licensor") and _____, of _____ ("Licensee").

Licensor has developed and is the owner of certain rights to and in certain educational and self- help information and materials known as The How Much Joy Can you Stand Facilitator's seminar or workshop, which Licensee desires to use in his/her/its programs and/or workshops.

Now, therefore, in consideration of the mutual covenants and promises set forth herein, and Licensee's payment to Licensor of the amount of US \$ _____, receipt of which is hereby acknowledged, Licensor grants to Licensee the rights and licenses in and to the aforesaid information and materials in accordance with the provisions of this Agreement.

1. Warranties And Representations:

- a. Licensor has the right to enter into this Agreement to grant to Licensee the rights and licenses set forth herein, and to perform all other obligations of this Agreement.
- b. Licensee has the right to enter into this Agreement, to receive the rights and licenses set forth herein, and to perform all of his/her/its obligations under this Agreement.

2. Grant of License:

Licensor hereby grants to Licensee, and Licensee hereby accepts, a worldwide, personal, non-transferable, non-exclusive right and license to use the subject materials. Such grant of right and license include the right to reproduce, modify, translate, and use the subject materials in his/her/its workshop(s) and/or program(s), and to create works derivative there from for use in such workshop(s) and/or program(s). Such grant does not include any right and/or license to publish such information in aural, written, and/or digital formats as one's own, to lead online programs, e-courses, telephone teleclasses (conference calls) or retreats lasting longer than one full day of this material, or any right to grant sublicenses to any person and/or entity. Licensor may, however, use pieces of the workshop materials for promotional use in any form.

3. Termination and Cancellation:

- a. This Agreement may be terminated/cancelled by Licensor upon the giving of written notice to Licensee of the occurrence of Licensee's default of any

provision of this Agreement, and Licensor shall not be liable to Licensee for the proper exercise of this right.

- b. If this Agreement is terminated/cancelled by Licensor, all right and licenses granted to Licensee under this Agreement shall immediately terminate.

4. Indemnities:

- a. Licensee shall be solely responsible for the use, efficiency, and suitability of the aforesaid materials (and any and all materials derivative of them), and Licensor shall have no liability therefore.
- b. Licensee shall indemnify defend, save and hold harmless Licensor from and against any and all claims arising out of and/or in any way related to: (i) Licensee's use the aforesaid materials and/or any materials derivative from them; and/or (ii) Licensee's default of any provision of this Agreement.
- c. Nothing in this or any other provision of this Agreement shall be deemed to negate or enhance Licensor's separate "money-back guaranty."

5. Term:

This Agreement shall remain in effect from _____, 2005 until cancelled/terminated by any party to it.

6. Notices:

All notices required to be given pursuant to this Agreement shall be deemed given when actually delivered, if delivered in person, or three (3) day after being deposited in the United States mails, postage prepaid and addressed to the receiving party as follows:

For Licensor:

Suzanne Falter-Barns
124 Lighthouse Way
Essex, New York 12936

For Licensee:

7. Entire Agreement:

This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, representations and commitments. This Agreement may be amended only in writing executed by the authorized representatives of both parties hereto.

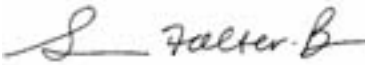
8. Governing Law:

This Agreement shall be interpreted in its entirety in accordance with the laws of the State of New York, and Licensee agrees that the courts of the State of New York shall have exclusive jurisdiction in any controversy relating to or arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually, or by their respective authorized representatives, and have caused this Agreement to become effective as of the date set forth hereinabove.

Dated:

Licensor



Suzanne Falter-Barns

Dated:

Licensee

By: