**LICENSE AGREEMENT**

This License Agreement (this “Agreement”) is made as of the **Month X, 2019** (the “Effective Date”) by and between SHINE Akron LLC/Cortney Martinelli (“Owner”) and **User name here** (“User”).

**The Parties agree as follows:**

**1. License.**Owner hereby grants to User an exclusive license to use the following items of intellectual property (the “Licensed IP”): **SHINE Reiki Training Program – Level One, Level Two and Master Level**

**2. Consideration.**As consideration for the license granted and described in this Agreement, User shall pay to Owner the following fees and/or royalties: **$997**

**3. Credentials.**User validates that he/she is a Reiki Master and has received the proper attunements and training to teach students.

**4. Right to Sublicense.**User has no right to grant sublicenses to any third party unless Owner provides its approval in writing. Moreover, no one other than the User can use the Licensed IP for any reason.

**4b. Teacher Materials.**User will not provide access to their students, or any third party, to Teacher’s Materials such as the presentation, since this is part of the Licensed IP outlined in this agreement. Only User of agreement shall have access to the Teacher’s Materials that have been purchased in this program.

**4c. Student Kits.**Instead, each student is required to purchase a SHINE Student Kit for the appropriate level when taking the training program with User.

**5. Copies.**No part of this program publication may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of Owner. User shall not make copies of the Licensed IP, except as expressly approved by Owner. This include all parts of the program, including Student Kits. For any authorized copy made of the Licensed IP, User must accurately reproduce the Licensed IP with the proper notices as directed by Owner.

**6. Intellectual Property Notice and Markings.**In no event may User remove any copyright or intellectual property notice, proprietary legend, trademark or service mark from any materials.

**6b. Co-branding.**Co-branding of materials is allowed only if Owner provides its approval in writing to User.

**7. Ownership of Licensed IP.**User agrees that, subject to the rights and licenses granted herein, Owner is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Licensed IP and any copies of the Licensed IP.

**8. User’s Diligence.**User will cooperate to diligently protect the Licensed IP.  User agrees to promptly notify Owner in writing of any unauthorized use, infringement, misappropriation, dilution, or other violation or infringement of the Licensed IP of which User becomes aware.

**9. Legal Action.**Owner will maintain sole control and discretion over the prosecution and maintenance with respect to all rights, including all intellectual property rights to the Licensed IP.  Owner  will have the primary right, but not the obligation, to bring and control any litigation, enforcement action, proceeding, or other legal action (collectively, the “Action”) against any unauthorized use, infringement, misappropriation, dilution or other violation of the Licensed IP.  User agrees to cooperate with Owner  in any Action that Owner  may undertake to protect the Licensed IP, and upon Owner ’s request, User  will execute, file, and deliver all documents and proof necessary for that purpose, including being named as a party to the Action as required by law.  Owner  will be entitled to retain the entirety of any award arising from any Action.  User  may participate and be represented in any Action by its own counsel at its own expense.  User  will have no claim of any kind against Owner  based on, or arising out of Owner ’s handling of, or decisions concerning, any Action, settlement or compromise.

**10. Liability.**Although the author and publisher have made every effort to ensure that the information in this program was correct at press time, the author and publisher do not assume and hereby disclaim any liability to any party for any loss, damage, or disruption caused by errors or omissions, whether such errors or omissions result from negligence, accident, or any other cause. Furthermore, that this program is not intended as a substitute for the medical advice of physicians.

**11. Limitations of Liability.**Except for any remedies that cannot be excluded or limited by law, neither party, nor any affiliate, will be liable under this agreement to the other party, any affiliate or other third person for any indirect, incidental, consequential, special, reliance, or punitive damages or lost or imputed profits, lost data or cost of procurement of substitute goods or services. This limitation of liability may not be valid in some states. User may have rights that cannot be waived under consumer protection and other laws. Owner does not seek to limit user’s warranty or remedies to any extent not permitted by law.

**12. Term.**This Agreement will commence on the Effective Date and will continue in full force and effect indefinitely.

**13. Severability.**If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement will be valid and enforceable and the parties will negotiate in good faith a substitute, valid and enforceable provision which most nearly puts into effect the intent of the parties.

**14. No Waiver**. This Agreement may not be altered, modified, or amended in any way except in writing signed by both parties. The failure of a party to enforce any provision of the Agreement will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

**15. Entire Agreement.**  This Agreement and the attachments hereto represent and constitute the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

**16. Governing Law.** The parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Ohio, without reference to rules governing choice of laws.

**17. Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**18. Notices.**All notices, demands or other communications to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**19. Amendments.** Subject to any express limitations set out therein, the License and Consideration Sections in this Agreement may be amended or modified by Owner, consistent with the processes established by Owner (a) to reflect the addition and/or removal of an item of intellectual property; (b) for legal or reasonable commercial reasons, to delete countries where the licensed IP can be used, and User will be notified of each such deletion accordingly. Unless otherwise agreed, amendments will take effect upon being communicated in writing to User.

**20. Good Purpose.** User promises to speak with good purpose regarding Reiki and the SHINE Reiki Training Program at all times with all parties, including but not limited to User’s students.

**IN WITNESS WHEREOF,**the parties have entered into this Agreement as of the Effective Date.

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|  |  | Cortney Martinelli |
| **Owner** Signature |  | **Owner**Full Name |

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| **User** Signature |  | **User** Full Name |