

## Starting Over License Agreement

This License Agreement (this "Agreement") is made effective as of the date of purchase of the "Starting Over On The Inside" product (the "Authored Work") by the purchasing party (referred to as "Licensee"). In this Agreement, the party who is granting the right to use the licensed property will be referred to as "Mark Skalberg," and the party who is receiving the right to use the licensed property will be referred to as "Licensee."

The parties agree as follows:

**1. GRANT OF LICENSE.** Mark Skalberg owns Starting Over on The Inside (the "Authored Work"). In accordance with this Agreement, Mark Skalberg grants the Licensee an exclusive license to use the Authored Work. Mark Skalberg retains title and ownership of the Authored Work, and derivative works will be assigned to Licenser by Licensee. This grant of license only applies to the following described geographical area: [Insert Applicable Geographical Area if any].

**2. PAYMENT OF ROYALTY.** The Licensee will pay Mark Skalberg a royalty, which shall be calculated as follows:

- **1 Facility:** \$399 per year for one facility for two years.
- **2 - 10 facilities:** \$299 per year for each facility for two years.

Each facility will receive all seven Starting Over on the Inside DVD videos and the rights to copy the workbooks. This also includes:

- 7 DVD videos (also available online)
- Short video promos to invite inmates and volunteers
- 1 Leadership Guide
- 10 Participant Booklets (rights to print more)
- Resources: Applications, group discussion training, ground rules, and discussion questions for each session.
- Evaluations to track effectiveness for participants and facilitators.
- Program checklist
- Ongoing support: An initial phone consultation and continued guidance to ensure your ministry flourishes

The royalty shall be paid at the time of purchasing this Agreement.

**3. MODIFICATIONS.** The Licensee may not modify or change the Authored Work in any manner.

**4. DEFAULTS.** If the Licensee fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Mark Skalberg shall have the option to cancel this Agreement by providing 30 days' written notice to the Licensee.

**5. CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material that is proprietary to Mark Skalberg, whether or not owned or developed by Mark Skalberg, which is not generally known other than by Mark Skalberg, and which the Licensee may obtain through any direct or indirect contact with Mark Skalberg.

Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Mark Skalberg concerning the business, technology, and information of Mark Skalberg and any third party with which Mark Skalberg deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

A. "Confidential Information" does not include:

- matters of public knowledge that result from disclosure by Mark Skalberg;
- information rightfully received by the Licensee from a third party without a duty of confidentiality;
- information independently developed by the Licensee;
- information disclosed by operation of law;
- information disclosed by the Licensee with the prior written consent of Mark Skalberg;
- any other information that both parties agree in writing is not confidential.

**6. PROTECTION OF CONFIDENTIAL INFORMATION.** The Licensee understands and acknowledges that the Confidential Information has been developed or obtained by Mark Skalberg by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Mark Skalberg which provides Mark Skalberg with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Licensee of any Confidential Information, the Licensee agrees as follows:

**A. No Disclosure.** The Licensee will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of Mark Skalberg.

**B. No Copying/Modifying.** The Licensee will not copy or modify any Confidential Information without the prior written consent of Mark Skalberg.

**C. Unauthorized Use.** The Licensee shall promptly advise Mark Skalberg if the Licensee becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

**D. Application to Employees.** The Licensee shall not disclose any Confidential Information to any employees of the Licensee, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Mark Skalberg.

**7. ARBITRATION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**8. TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**10. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is agreed upon by both parties.

**11. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**12. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**13. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.

**14. SIGNATORIES.** This Agreement shall be effective as of the date of purchase.