

License Agreement

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This Agreement is made and entered into this ____ day of _____, _____, by and between NSC Group, LLC d/b/a National Safety Compliance ("Licensor") and _____ ("Licensee").

WHEREAS, Licensor is the owner of all right, title and interest of Safety Training Program(s) set forth in Exhibit A, at-tached hereto and incorporated herein by reference;

WHEREAS, Licensee seeks to purchase for internal training purposes only the Safety Training Program(s) as set forth in Exhibit A;

WHEREAS, Licensee intends to stream the digitized video over its internal network for training purposes only.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Grant of Licensee. Upon the terms, payment and conditions set forth herein, Licensor hereby grants to Licensee a non-exclusive license to use the Safety Training Program(s) for its employees.
2. Use of License. It is the intention of Licensee to stream the digitized video(s) over its internal network to train its em-employees. Licensee assumes all responsibility of converting/digitizing the program(s) to run on its system, as well as all costs associated with the process.
3. Limitation. It is understood and agreed by Licensee that the Safety Training Program(s) is to be shown to no more than _____ employees of the Licensee per program. If in the future Licensee wishes to train more Employees than permitted under this Agreement, Licensee will notify Licensor and purchase the appropriate license for addition-al employees.
4. Ownership. Licensor, as producer of the program(s) purchased, retains all copyrights and exclusive ownership of the program(s) purchased by Licensee.
5. Payment. Licensee shall pay Licensor a fee calculated as follows: \$ _____ per Training Program plus \$ _____ for the Licenes of each Training Program.
6. Bookkeeping. Licensee agrees that it will at all times keep complete, true and correct records setting forth names of each employee and the date said employee viewed program(s) used by Licensee. Licensee further agrees to provide Licensor the names and dates each employee of Licensee received training via the program(s). In the alternative, Licensee agrees to permit Licensor, or its duly authorized representative, to inspect such training records.
7. Modifications. Unless the prior written approval of Licensor is obtained, Licensee may not modify or change the Safety Training Program(s).

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8. Defaults. If Licensee fails to abide by the obligations of this Agreement, Licensor shall have the option to cancel this Agreement by providing thirty (30) days written notice to Licensee. Licensee shall have the option of preventing termination of this Agreement by taking corrective actions to cure said default within thirty (30) days of notification of default.
9. Confidential Information. (A) The term "Confidential Information" refers to any information or materials which are proprietary to the Licensor, whether or not owned or developed by Licensor and which the Licensee may obtain through any direct or indirect contact with the Licensor or its programs. (B) Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by Licensor concerning the business, technology and information of Licensor and any third party with which the Licensor deals, including without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structures, discounts, intellectual property, inventions, strategic alliances, and client lists. The nature of the information and manner of disclosure are such that a reasonable person would understand it is confidential.
10. Protection of Confidential Information. Licensee understands and acknowledges that the Confidential Information has been produced, developed or obtained by Licensor with significant investment of expense, research, time and effort. Further, Licensee understands and agrees that the Confidential Information is a valuable and unique asset of Licensor which provides a competitive edge to Licensor and requires protection from disclosure as follows:
- a. Licensee will hold the Confidential Information in confidence and agrees not to disclose the Confidential Information to any person or entity without the prior consent of Licensor;
 - b. Licensee will not copy or modify any confidential information without the prior consent of Licensor;
 - c. Licensee shall promptly advise Licensor if Licensee becomes aware of any possible unauthorized disclosure of Confidential Information.
11. Transfer of Rights. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interest in this Agreement to any other party, unless prior written consent by the other party is obtained.
12. Termination. This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall automatically terminate on ____ day of _____, 2022, unless the parties mutually agree to extend it.
13. 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 agreement between the parties.

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14. Amendment. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.
15. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain valid and enforceable.
16. Waiver of Contractual Rights. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
17. Litigation. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable costs, expenses and attorney fees.
18. Applicable Law. This Agreement shall be governed by the laws of the State of Missouri.

LICENSOR:

NSC Group, LLC

LICENSEE:

(Signature)

(Printed Name)

(Title)

(Signature)

(Printed Name)

(Title)

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EXHIBIT A

LICENSED SAFETY TRAINING PROGRAMS

<i>Date of License</i>	<i>Name of Program</i>	<i>Number of Employees</i>	<i>Date Terminated</i>