

## Month-to-Month License Agreement

THIS AGREEMENT dated as of \_\_\_\_\_, 2017 between Maxum Communications, Inc. (Maxum), of 9465 Counselors Row Suite 200, Indianapolis, IN 46240 (the "1st Party") and \_\_\_\_\_ (the "2nd Party" or "Licensee").

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. 2nd Party, a Licensee of Maxum Communications, Inc., shall be allowed the use of the salesQB mark, trademarks, textual language, images, and other intellectual property (IP) as described in the following Agreement as long as they are in compliance with all terms of this Agreement. 2<sup>nd</sup> Party is not purchasing the materials/IP, but shall have full use of it while this agreement is in force. Maxum makes no claims as to the availability of the salesQB trademark in any specific locale or market. salesQB is a program, not a business so please refer to training documentation regarding proper use of the mark.
2. Maxum shall provide a model for the salesQB system, prospecting and sales methodologies and other items as shown in Appendix 1 which is incorporated into this Agreement. Best efforts will be made to assist the licensee in creating successful salesQB clients. However, success of the practice rests with the licensee. Licensees shall receive: placement on the [www.salesQB.com](http://www.salesQB.com) website, one email address at salesQB.com, marketing materials/templates, business card templates, marketing methodologies, and client materials.
3. Licensee is responsible for their own marketing and, therefore, need not receive approval from Maxum prior to use. However, if Maxum later deems said advertising or marketing to be detrimental to itself or the salesQB brand, Maxum may demand stoppage of the advertising/marketing immediately. A portion of the local leads from salesqb.com shall be forwarded to the licensee at no cost. Leads shall include businesses and individuals located in the licensee's home area.
4. We recommend that 2nd Party should operate as a corporation. However, the name of the corporation nor any DBA shall not include the word "salesQB." salesQB is a program delivered by the licensee, not a business or business name. 2nd Party acknowledges that salesQB is a mark of Maxum and makes no claims to the mark.
5. 2nd Party shall have no actual or implied authority, nor shall 2nd Party act in any way to insinuate he is acting on behalf of Maxum.
6. Each party shall hold harmless for any and all liability resulting from the other's actions regarding salesQB program activities.
7. 2nd Party shall be permitted to maintain a website promoting salesQB in their locality. To maintain nationwide consistency, Maxum shall have final approval of 2nd Party's website should they choose to have one. Maxum may make certain online products and services available on the [www.salesQB.com](http://www.salesQB.com) site similar to the local offerings. These shall not be deemed competitive to Licensee.
8. 2nd Party shall have non-exclusive rights (should the opportunity exist) to use the salesQB program/materials for the area of metro Anytown, USA. This shall consist of the geographic boundaries represented by the following counties: ABC, DEF, XYZ. 2nd Party agrees not to market salesQB products or services outside this area without express permission of Maxum. 2nd Party and his employees/contractors may maintain a maximum number of active sales management clients of 20 under this license. Maxum agrees to have a maximum of ??? active employees and/or licensees, including 2nd Party, active in the territory.

9. Enrollment fee of One Thousand Dollars shall be paid the date of this Agreement and shall be deemed fully earned upon execution of the Agreement. Ongoing license fee of \$500/month payable to Maxum Communications, Inc. for the license for the next twelve (12) months beginning 30 days from the signing of this Agreement. License may cancel with 30 days notice at any time during the first year of the Agreement. However, all non-competition, non-solicitation, and non-disclosure provisions still remain in effect for two years. An ongoing fee of \$200 per month shall be payable by autodebit each month beginning the thirteenth month after the signing of this Agreement and continue for the balance of the term of the Agreement. Autodebit shall be in the form of credit card or bank draft. If Licensee fails to make an ongoing fee payment within sixty (60) days of its due date, Licensee shall be in default of this Agreement. The autodebit form is shown in Exhibit 2. This License Agreement shall have a term of ten years.
10. Our materials are proprietary and confidential. They are our property to be used by you. You may not use our confidential information in any unauthorized manner and you must take reasonable steps to prevent its disclosure to others.
11. salesQB licensees are free to conduct business in any acceptable manner. However, Maxum shall have the sole discretion to terminate the License Agreement if the quality of service delivered by 2nd Party falls below reasonable acceptable standards. Examples might include but not be limited to: providing services associated with the salesQB brand that reflect poorly on the salesQB network, customer complaints to Maxum, or general unprofessional behavior. If Maxum decides to terminate License Agreement, it will notify 2nd Party in writing of the reason for termination. 2nd Party will then have sixty days (60 days) to cure the problem after which, if not cured to the satisfaction of Maxum, Maxum may terminate the License Agreement. If Maxum chooses to terminate the License Agreement within one year of its signing, 2nd Party's original license fee shall be refunded. After 365 days, 2nd Party may terminate this Agreement for any reason during the term in exchange for a one-time payment of \$1250. However, the non-solicitation and non-disclosure provisions shall remain intact. 2nd Party may renew this Agreement for an additional 10 year period under the same terms for Twenty-Five Percent of the License fee at the time of renewal. 2nd Party shall discontinue the use of all salesQB provided materials, logos, marketing, and verbiage within thirty (30) days of termination. If 2nd Party fails to discontinue usage within ninety (90) days, 2nd Party agrees to bear the full cost of any legal remedies.
12. Maxum acknowledges that 2nd Party is engaged in general consulting, sales training and sales consulting currently. Maxum acknowledges that these activities are NOT competitive for the purposes of this Agreement. During the term of this Agreement and for a period of one year thereafter, Licensee shall not within the above described territory, directly or indirectly, either for his own account, or as a partner, shareholder, officer, director, employee, agent or otherwise; own, manage, operate, control, be employed by, participate in, consult with, perform services for, or otherwise be connected with any business in direct competition with salesQB or use salesQB's business model to the detriment of Maxum Communications or salesQB. In addition, Licensee shall not solicit any prospect or client of Maxum for two-years after the termination of this Agreement. Maxum and its affiliates shall have the sole right(s) to provide outsourced sales management services to any new clients for a period of two-years after the termination of this Agreement.
13. During the term of this Agreement, and two years thereafter, neither party shall, without the prior written consent of other party, disclose to anyone any Confidential Information. "Confidential Information" for the purposes of this Agreement shall include proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, training techniques, test models, business analysis techniques, software, source codes and object codes. Confidential Information shall not include any information that:

- A. is disclosed without restriction;
- B. becomes publicly available through no act of party;
- C. is rightfully received from a third party.

14. This Agreement is assignable or transferable by 2nd Party upon payment of a transfer fee. Transfer fee shall be equal to one-half the year one licensee fee for new salesQB license at the time of transfer. Maxum shall have final approval of transferee. Said approval shall not be reasonably withheld. This Agreement sets forth the entire Agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. The parties acknowledge that this Agreement may be negotiated and transmitted between the parties by means of a facsimile machine or email message and that the terms and conditions agreed to are binding upon the parties. Upon the Agreement being accepted, copies of the facsimile will be validated by both parties forthwith. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, County of Marion, as such laws are applied to contracts entered into and performed in such State. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision will be deemed modified to eliminate the invalid element and, as so modified, such provision will be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement will not be affected by such modification.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

\_\_\_\_\_

Date

\_\_\_\_\_

Maxum Communications, Inc.

\_\_\_\_\_

Date

\_\_\_\_\_

2nd Party

## Appendix 1

### Support Provided to Licensee

- Online training program
- Ongoing group teleconferences
- 20 leads per month for the first 12 months
- Your bio and personal webpage on [www.salesQB.com](http://www.salesQB.com)
- salesQB.com email address
- Best Practices Audit Software license/access
- SalesMap workbook for creating the Proven & Repeatable Sales Process
- Marketing system and templates
- Business card and advertising templates
- 6-step framework to tune-up client sales process
- TTI DISC, EQ, PAIV, sales skills, and other assessment library from TTI
- Video library to assist with client training

Appendix 2



CREDIT CARD AUTHORIZATION

NAME: \_\_\_\_\_

BILLING ADDRESS (on credit card): \_\_\_\_\_

BILLING CITY, STATE ZIP (on credit card): \_\_\_\_\_

**AGREEMENTS**

I agree to pay charges agreed to per my cardholder agreement. I authorize Maxum/salesQB to charge my credit card for the amount indicated each month until the expiration of my License Agreement

\_\_\_\_\_  
Card Holder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Card Holder Name (Printed)

\_\_\_\_\_  
\$1000 upfront then \$500.00 for 12 months ( \$200 thereafter)  
Authorized Amount Monthly  
if Agreement is in force

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expires