

THIS AGREEMENT (the "Agreement") is made and entered into effective as of the Date (the "Effective Date"), by and between Phlebotomy Career Training LLC, Licensed Corporation the the State of Michigan (the "Licensor"), and Student (purchaser of online class (the "Licensee").

RECITALS:

(A) Licensor owns all proprietary rights in and to the copyrightable and/or copyrighted works as described in Appendix A, incorporated herein by reference, and hereinafter collectively known as the "Work", and has the exclusive right to license to others the right to produce, copy, make, sublicense or sell the Work.

(B) Licensor owns all rights in and to the Work and retains all rights to the Work, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted by the Library of Congress.

(C) Licensee desires to obtain, and Licensor has agreed to grant, a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration as set forth herein, Licensor and Licensee agree as follows:

1. Grant of License.

(A) Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a non-exclusive, non-transferrable license to use the Work in the course of its business and for its own internal business purposes, and for no other purpose whatsoever without the express written permission of the Licensor. Licensee shall not sell or distribute the Work in any way. Licensee may copy the Work in accordance with the terms of this Agreement, for general advertising materials and point of sale displays, advertising, and other promotional materials for the Work, and for its own internal business purposes. Any other use made by Licensee shall only occur upon the receipt of prior written approval from Licensor.

(B) Licensee shall not sell, grant sub-licenses or distribute the Work in any way without the prior express written approval of Licensor.

(C) Licensee hereby accepts such license and agrees that Licensee shall not use the Work except in accordance with the terms and conditions of this Agreement. Licensee acknowledges and agrees that the license granted herein is non-exclusive and that Licensor may license others to use the Work.

2. Ownership of the Work. Licensee acknowledges that Licensor is the sole and exclusive owner of the Work and of all associated federal intellectual property registrations and pending registrations, as applicable, and Licensee shall do nothing inconsistent with such ownership. Licensee further agrees that it will not claim ownership rights to the Work, or any derivative, compilation, sequel or series, or related Work owned by or used by Licensor. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Work other than the right to use the same in accordance with the terms of this Agreement. Licensee agrees not to make similar derivatives of the Work. Licensee admits the validity of all copyrights for the Work and all associated intellectual property registrations, and acknowledges that any and all rights that might be acquired by Licensee because of its use of the Work shall inure to the sole benefit of Licensor.

3. Term and Termination.

(A) This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of 6 months, at which it shall terminate and the student shall no longer have rights to access any e-learning materials from the website..

(B) In the event that Licensee sells all of its assets to a third party, or otherwise ceases to exist in its current form, Licensor, at its discretion, may immediately terminate this Agreement.

(C) Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights, including the right to use the Work, privileges and obligations arising from this Agreement shall cease to exist.

4. Fees.

Licensee agrees to pay Licensor a one time royalty of \$ cost of tuition; upon execution of this Agreement. Renewals or extensions of this Agreement are subject to additional fees, to be agreed upon by the Parties prior to renewal or extension. This is a one time non-refundable fee upon student logging in to the course and accessing course materials, videos and other documents which are the property of Nancy L Kimmel, and Omar M. Taji authors and originators of such materials.

5. Use of the Work.

(A) Licensor shall have control over the quality of use of the Work and the quality of any goods and/or services sold under or related to the Work. This work is for personal use of the student only and is not to be shared, sold, displayed on any other site or used for purposes other than education through Phlebotomy Career Training LLC

6. Indemnification.

(A) Licensee shall fully indemnify, defend, and hold harmless Licensor from and against any and all claims, losses, damages, expenses, and liability — other than those for infringement, including without limitation, suits arising from offering, promoting, advertising, sale, or use by Licensee, or any of its authorized sublicenses, of the Work, whether or not such use conforms to standards set by Licensor, provided that such claim, loss, damage, expense, or liability does not arise from the negligence of Licensor.

(B) Licensor has the right, but shall not be obligated, to obtain and maintain federal intellectual property registration of the Work. In the event that Licensee becomes aware of any claimed or alleged infringement of the Work by a third party, Licensee shall promptly advise Licensor in writing of the nature and extent of such infringement or dilution. Licensor has no obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work, but Licensor shall have the sole right to determine whether any action shall be taken. In the event Licensor sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, Licensee shall cooperate fully with Licensor. Licensee has no right to enforce the Work through litigation without prior written authorization of Licensor. In any legal action arising from use, or ownership rights of the Work, where both Licensor and Licensee are co-parties, Licensor retains the right to control the litigation, including any and all settlement negotiations.

7. Assignment. This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law, except that, and only with prompt written notice to Licensor, the Agreement may be transferred to a purchaser of all or substantially all of the assets of Licensee. Any attempt on the part of

Licensee to assign, sub-license, or transfer Licensee's rights under this Agreement, except as provided herein, shall be invalid and void. Licensor shall have the right to assign and/or license its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Licensee.

8. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and delivered personally or by registered or certified mail, return receipt requested, with postage prepaid and addressed to the following persons and addresses, or to such other addresses or persons as any party may request by notice in writing to the other such party:

Licensor:

Name: Licensor Name

Company: Licensor Company

Address: Licensor Address

Telephone: Licensor Telephone

Email: Licensor Email

Licensee:

Name: Licensee Name

Company: Licensee Company

Address: Licensee Address

Telephone: Licensee Telephone

Email: Licensee Email

Any such notice shall be effective when received.

9. Arbitration and Governing Law. All disputes arising from the terms of this Agreement may be subjected to binding arbitration upon consent of both parties, with one arbitrator selected by each party, and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed by and construed in accordance with the laws of State of Residence without regard to the conflicts of laws rules thereof and any arbitration shall be brought in State of Arbitration using Laws of Arbitration laws.

10. Independent Business Relationship. Licensor and Licensee are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

11. Miscellaneous.

(A) This Agreement constitutes the entire agreement and understanding of the Licensor and Licensee with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.

(B) If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.

(C) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Appendix A

Description of the Copyrightable/Copyrighted Work All works on website.
Other than embedded videos from authors other than Nancy L. Kimmel