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The basis of the material being shared with you today in (name of program) has been purchased by the association through a website called: ReadySetPresent.com. They have granted the association limited rights to show their PowerPoint material on-line in this webinar. Some of their content has been edited and tailored with our own material for you "our members" and, we have also transposed their materials into our standard template design. Now: what we can do and cannot do. We can and will send each of you a note taking handout for capturing this presentation (whether live on-line). We can and will also send you a copy of this entire PPT presentation. Both documents will be as PDF note pages in a 3-up format.

Now, we cannot however transmit this original file as this would be a breach in our agreement and against their copyright infringement terms. We, caution you as well not to copy or distribute these materials electronically, although you can show and share the **printed copies** with colleagues, other managers and your employees. We would like to thank ReadySetPresent.com for helping make this presentation possible.

Letter of Agreement:

The "Statement to Participants" will be sent to each via email upon a participant's signup to attend this webinar and linkable to our website as well as read at the beginning of each presentation:

Number of attendees will be limited to 22 per webinar and will not exceed that same topic of use of that same or similar materials to more than 4x annually.

Our ReadySetPresent URL and Logo must remain visible to participants on all electronically projected and printed copies as per the terms and conditions posted on ReadySetPresent.com.

THIS AGREEMENT ("Agreement") is made by and between ReadySetPresent (RSP), having its principal place of business in Watertown, Ma whose mailing address is P.O. Box 79228, Waverley, MA 02479-0228 and the RSP Partner. The effective date of this Agreement (Date of Agreement) shall be the latest date set forth on the signature page of this Agreement. This document represents an agreement between RSP and the Affiliate (YOUR INFORMATION HERE) in regard to the limited use of RSP products for the next two years renewable annually.

1. PARTNER LICENSE PROGRAM DESCRIPTION

1.1. RSP makes available an agreed upon selection of RSP products for use through Affiliate. This agreement entitles the Affiliate to the following:

2. OWNERSHIP OF INTELLECTUAL PROPERTY

2.1. Affiliate acknowledges and agrees that RSP shall retain and own all right, title and interest and all Intellectual Property Rights (including copyrights, trade secrets, trademarks and patent rights) (collectively, the "**RSP Materials**") and all copies thereof, and that nothing herein transfers or conveys to Affiliate any ownership right, title or interest in or to the RSP Materials or to any copy thereof or any license right with respect to same not expressly granted herein. Affiliate agrees that it will not, either during or after the termination of this Agreement, contest or challenge the ownership of the intellectual property rights in the RSP Materials. Affiliate will be permitted by RSP to alter content and presentations provided by Affiliate.

3. CONFIDENTIAL INFORMATION

3.1. The Affiliate agrees to protect and treat all RSP Products and Documentation as confidential in regard to Companies or Corporations developing or manufacturing products competitive to RSP Products.

3.2. Non-Disclosure. The Affiliate acknowledges that it may acquire information and material that is RSP's confidential, proprietary information and contains trade secrets (the "Confidential Information"). The Affiliate agrees to hold such Confidential Information in strict confidence, not to disclose it to third parties or to use it in any way, commercially or otherwise, except in the performance of sales to prospective customers, and not to allow any unauthorized person access to it, either before or after termination of this Agreement, without the prior written consent of RSP.

The Affiliate further agrees to take all action reasonably necessary and satisfactory to RSP to protect the confidentiality of the RSP Product Information. The Affiliate will limit the disclosure of the Confidential Information to the RSP Partner's employees with a need to know who (i) have been advised of the confidential nature thereof, and (ii) are under an express written obligation to maintain such confidentiality.

3.3. Exceptions. Notwithstanding the above provisions, the obligations of The Affiliate with respect to Confidential Information shall not apply to information if (i) that has been published or is otherwise readily available to the public other than by breach of this Agreement, (ii) has been rightfully received by The Affiliate from a third party without confidential limitations, (iii) has been independently developed for The Affiliate by personnel having no access to the Confidential Information, (iv) was known to The Affiliate prior to its first receipt from RSP, or (v) has been disclosed by RSP to a third party without restrictions on disclosure.

3.4. CONSEQUENTIAL DAMAGES WAIVER. IN NO EVENT SHALL RSP BE LIABLE TO THE AFFILIATE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF RSP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.5. Affiliate agrees to protect and treat all RSP Products and Documentation as confidential in regard to Companies or Corporations developing or manufacturing products competitive to Affiliate Products.

3.6. Non-Disclosure. RSP acknowledges that it may acquire information and material that is the RSP Partner's confidential, proprietary information and contains trade secrets (the "Confidential Information"). RSP agrees to hold such Confidential Information in strict confidence, not to disclose it to third parties or to use it in any way, commercially or otherwise, except in the performance of sales to prospective customers, and not to allow any unauthorized person access to it, either before or after termination of this Agreement, without the prior written consent of the RSP Partner.

RSP further agrees to take all action reasonably necessary and satisfactory to The Affiliate to protect the confidentiality of the RSP Partner's Product Information. RSP will limit the disclosure of the Confidential Information to RSP employees with a need to know who (i) have been advised of the confidential nature thereof, and (ii) are under an express written obligation to maintain such confidentiality.

3.7. Exceptions. Notwithstanding the above provisions, the obligations of RSP with respect to Confidential Information shall not apply to information if (i) that has been published or is otherwise readily available to the public other than by breach of this Agreement, (ii) has been rightfully received by RSP from a third party without confidential limitations, (iii) has been independently developed for RSP by personnel having no access to the Confidential Information, (iv) was known to RSP prior to its first receipt from the RSP Partner, or (v) has been disclosed by The Affiliate to a third party without restrictions on disclosure.

3.8. CONSEQUENTIAL DAMAGES WAIVER. IN NO EVENT SHALL THE AFFILIATE BE LIABLE TO RSP FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. TERMINATION

4.1. Either party may terminate this Agreement upon thirty (30) days written notice of a material breach of this Agreement to the other party.

4.2. Notwithstanding the above, RSP or The Affiliate may terminate this Agreement immediately, upon written notice to the other party, for the failure by RSP or The Affiliate to abide by the intent or violate the restrictions set forth in this Agreement.

5. SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

6. CONTROLLING LAW

This Agreement shall be governed in all respects by the laws of the United States of America.

7. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in Boston, Massachusetts, United States of America. The arbitrator(s) shall apply the laws of the United States of America. The language of the arbitration shall be English.

8. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties regarding its subject matter. It supersedes and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified unless done so in a writing signed by officers of both RSP and the RSP Partner.

In Witness Whereof, the duly authorized representatives of the parties have executed this Agreement.

ReadySetPresent.com

Signature: _____

Title: CEO

Date:

RSP Affiliate/Reseller

Signature: _____

Title: _____

Date: _____

To be completed by RSP Affiliate:

<http://www.readysetpresent.com/affiliates.htm>

**This agreement must be completed, signed, dated and e-mailed as a PDF to:
webinar@ReadySetPresent.com**