

## REGISTRATION

*Please accept my registration for the Stage 2 Business Solution Program.*

I have read and signed the attached License Agreement

I will pay one payment of \$1,199 for a one year license.

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

### Credit Card Information

Type of Card (*Circle One*)    Visa    Master Card    American Express

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

Expiration Date \_\_\_\_\_ Three Digit Security Code \_\_\_\_\_

**Submit via fax    802.846.1269**

**Submit via mail    20 Kimball Avenue, Suite 201  
South Burlington, Vermont 05403**

**[www.stage2solution.com](http://www.stage2solution.com)**

# Licensing Agreement

**Stage 2 Business Solutions, LLC** permits use of the Stage 2 Business Solutions materials only on the terms of the following Licensing Agreement (Agreement).

This is a legal agreement between you, the licensee ("You" or "Your") and Stage 2 Business Planning Solutions ("STAGE 2").

## 1. LICENSE and PAYMENT.

- 1.1 For Your Use Only. STAGE 2 grants You a one year nontransferable, nonexclusive license to use the Stage 2 materials now or hereafter contained on the Stage 2 Business Planning Affiliate Website, the right to attend live or recorded web casts scheduled for Stage 2 licensees, their referral sources clients and prospects,( the "MATERIALS") . The license permits You to use the MATERIALS to provide services to Your own clients (Clients). The license permits you to use the MATERIALS. You may COPY THE MATERIALS onto any computers that you own. All of the MATERIALS will be delivered electronically by web download or email. No materials will be available by paper copy, Compact Disk, DVD or other means of delivery. Note that certain materials will be available on compact disk or DVD but that such material must b e ordered separately and at additional cost.
- 1.2 The MATERIALS also include access to Josh Patrick for 15 minute calls pursuant to the 15 minute call protocol. In order to have a 15 minute call with Josh about a potential client, You must complete the necessary information gathering and forward such information to Josh Patrick in advance of the call according to the protocol he establishes.
- 1.3 MATERIALS. The MATERIALS include the ability to use all of the intellectual capital relative to the Stage 2 Business Planning Program.
- 1.4 Except as described herein, You may not assign, give or re-sell the MATERIALS in whole or in part to others.
- 1.5 ANNUAL PAYMENT. Payment may be made annually at the beginning of the Term of this agreement. Such payment to be \$1,199.00.

## 2. PURPOSE AND USE.

- 2.1 Planning Tool. The MATERIALS include educational, marketing and proposal material to be used as a resource in the exercise of Your professional judgment, and is not as a substitute for Your judgment.
- 2.2 Laws may change which may make the MATERIALS outdated, outmoded or incorrect. STAGE 2 is under no duty to update the MATERIALS.
- 2.3 Certain Matters. Anything covered in the MATERIALS that pertains to legal, tax or accounting matters is necessarily of a general nature, and shall not be construed as specific legal, tax, or accounting advice to You or Your clients. If you give advice based on the MATERIALS, You agree that You or Your client will consult with an attorney, certified public accountant, and/or other professional advisor as regards legal, tax, or accounting matters.
- 2.4 Compliance The MATERIALS are not approved by any compliance departments for any broker dealers. Compliance is up to You.

## 3. OUR RIGHTS; RESTRICTIONS.

- 3.1 Ownership. STAGE 2 retains ownership of all of the Intellectual Capital delivered with the MATERIALS. This includes all copyrights, trademarks, service marks and other intellectual capital belonging to STAGE 2. You may not use the MATERIALS after the term of this license agreement if you do not renew your license to use the MATERIALS.
- 3.2 Copyright. The MATERIALS are protected by United States copyright laws and international treaty provisions. Unauthorized copying, sublicensing, distribution, or modification of the MATERIALS is expressly prohibited. You may not provide reports or output to individuals You believe may be commercially re-selling them. You may be held legally responsible for any copyright infringement that is caused or encouraged by Your failure to comply with this Agreement.
- 3.3 Other Restrictions. You may not rent or lease the MATERIALS. All rights not expressly granted are reserved by STAGE 2.

## 4. UPDATES AND SUPPORT

- 4.1 Product Updates. STAGE 2 reserves the right but does not retain the obligation to make updates available to You. It is your responsibility to check the website for updates.
- 4.2 Support. You may contact STAGE 2 for assistance in identifying and resolving problems with the use of the MATERIALS.
- 4.3 STAGE 2 is not required to maintain or support the MATERIALS.
- 4.4 Suggested Improvements. Any improvements, corrections, or enhancements You suggest become the property of STAGE 2. STAGE 2 has sole discretion to decide whether to make improvements, corrections, or enhancements, including those You suggest.

4.5 Discontinued Distribution. STAGE 2 IS NOT OBLIGATED TO CONTINUE TO SELL THE MATERIALS AFTER THE TERM OF THIS AGREEMENT.

5 RESERVED

6 **DISCLAIMER**. STAGE 2 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STAGE 2 DOES NOT WARRANT THAT THE MATERIALS WILL BE ERROR FREE.

7 **LIMITATIONS OF LIABILITY**.

7.1 Use. As stated in above, You are solely responsible for use of the MATERIALS. STAGE 2 shall not have any liability for Your use of the MATERIALS, including without limitation advice, reports or output given to Your clients. STAGE 2 shall not be liable for damages resulting from errors in use of the MATERIALS.

7.2 Changes. STAGE 2 shall not have any liability or responsibility for problems caused by unauthorized changes to the MATERIALS.

7.3 Exclusive Remedy. THIS LICENSE STATES YOUR EXCLUSIVE REMEDY FOR MATERIALS DEFECTS. STAGE 2 SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. REGARDLESS OF THE THEORY OF LIABILITY, THE LIABILITY OF STAGE 2 FOR ALL CLAIMS RELATING TO THE SOFTWARE AND MATERIALS SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEE YOU PAID. YOU AGREE THAT ANY CLAIM MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CLAIM ARISES OR THE CLAIM IS BARRED.

8 **INFRINGEMENT**. If the MATERIALS are determined to or, in STAGE 2's view, are likely to be found to infringe third-party intellectual property rights, STAGE 2 will, at its sole option and expense, either procure for You the right to continue using the MATERIALS or replace or modify the MATERIALS so that they become noninfringing. If, in STAGE 2's sole opinion, neither option is commercially practicable, STAGE 2 may terminate this Agreement, in which case You agree to immediately cease all use of the MATERIALS. The remedies stated in this section are Your sole and exclusive remedies in the event of infringement.

9 **INDEMNITY**. You agree to indemnify STAGE 2 against any and all loss, liabilities, and costs, including reasonable attorney fees at trial and on appeal, related to (a) the use of the MATERIALS, including claims based upon advice given to others using the MATERIALS, (b) your failure to comply with this Agreement, or (c) any unauthorized use or copying of the MATERIALS by third parties resulting from Your failure to comply with this Agreement.

10 **TERM**. The term of this license is one year from the date of purchase. During that time you shall be entitled to access the web site for MATERIALS and new MATERIALS as they become available. Your license will automatically renew unless you advise us that you wish to terminate your license.

11 **EXPORT**. You expressly agree not to export or re-export the MATERIALS.

12 **GOVERNING LAW**. This Agreement is governed by Illinois law, excluding contrary choice of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods.

13 **FORCE MAJEURE**. STAGE 2 shall not be responsible for delays or failures in performance resulting from causes beyond its control. Such causes include without limitation acts of God, acts of federal, state or local government, accidents, strikes, and shortages of transportation, facilities, fuel, energy, labor or material.

14 **ASSIGNMENT**. You may not assign your rights under this Agreement without the prior written consent of STAGE 2.

15 **SEVERABILITY**. If any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the other provisions shall remain in full force and effect.

16 **ENTIRE AGREEMENT**. Any modification or waiver of this agreement must be in writing. Neither course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement represents the entire agreement between You and STAGE 2. If you have any questions concerning this Agreement, you may write to STAGE 2 LLC, 2303 Foxboro Lane, Naperville, IL 60564.

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Affiliate/Licensee

Please Print Your Name

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Date: \_\_\_\_\_