

**STRATEGYDRIVEN ENTERPRISES, LLC
NON-EXCLUSIVE, NON-TRANSFERABLE, WORLDWIDE
SEVIAN BUSINESS PROGRAM LICENSE AGREEMENT**

STANDARD SINGLE ORGANIZATION OR FACILITY LICENSE

Important Notice

This License Agreement incorporates the terms of the Terms of Service – Website (TOS-W) that can be found on the StrategyDriven website and the Order Confirmation received upon Sevia Business Program(s) purchase.

Any term found in the Terms of Service – Website also applies to this License Agreement, unless a term in this agreement contradicts it. The Order Confirmation identifies the one or more Sevia Business Programs that apply to this License Agreement

The rights that You have to use the Sevia Business Program are set forth in this License Agreement. By acquiring any Sevia Business Program, by making use of any Sevia Business Program, or by indicating Your acceptance of this License Agreement in any other way, You agree to the terms of this License Agreement. You can only use the Sevia Business Program(s) if You agree to the terms in this License Agreement. If You do not agree, or do not have authority to enter into this License Agreement, You may not acquire or make use of the Sevia Business Program(s).

Background

This License Agreement is made and entered into by and between StrategyDriven Enterprises, LLC, a Georgia limited liability company (“StrategyDriven”, “Licensor”, “Us”, “We”, or “Our”) and You (“Licensee”, “You”, or “Your”). Licensor and Licensee may be referred to herein individually as a “Party” and together as “Parties” to this License Agreement.

In consideration of the promises and covenants contained herein, the Parties agree as follows:

ARTICLE I - IDENTIFICATION OF LICENSED PROGRAM

1.1 The Sevia Business Program(s) (“Program”, “Programs”, or “Program(s)”) licensed under this License Agreement are those specifically identified in the Order Confirmation received at the time of purchase.

1.2 The applicable Business refers to the Organization, Facility, or Corporation identified within the Order Confirmation

ARTICLE II – GRANT OF LICENSE

2.1 License Grant. StrategyDriven hereby grants to You and You accept a limited non-exclusive, non-transferable, worldwide license to use the Program(s) within Your Business, subject to the terms and conditions of this License Agreement for the Program(s) identified within the Order Confirmation. You may not make use of any Program without agreeing to the terms of this License Agreement.

2.2 Sole Use. The Program(s) and its/their components are licensed, not sold, to You for use only within Your Business. You shall not allow the Program to be used by or for the benefit of other entities. You may not rent, lease, lend, sell, redistribute or sublicense the Program(s) or any of its/their components.

2.3 Commencement of the License Agreement. The License Agreement begins upon StrategyDriven's receipt of payment in full of the License Fee that will be confirmed by the Order Confirmation.

2.4 Disputes. Disputes between the parties related to the payment of any License Fee or Your use of the Program(s), We may at Our sole discretion suspend operation of the license for the period of the dispute.

2.5 Breach of the License Agreement. Any use of the licensed Program(s) not listed as a Permitted Use or that is listed as a Prohibited Use will be a material breach of this License Agreement and an infringement of copyright.

2.7 Inquiries. If You are not certain whether a proposed activity is a Permitted Use or a Prohibited Use of the Program(s), You should contact StrategyDriven using the contact details published on the StrategyDriven website.

ARTICLE III – ASSIGNMENT

The rights and licenses granted by StrategyDriven in this License Agreement are specific to You and may not be assigned or otherwise transferred to any third party without the prior written approval of StrategyDriven. Any attempted assignment or transfer without such approval shall be void and shall automatically terminate all of Your rights under this Agreement.

ARTICLE IV – PROTECTION OF INTELLECTUAL PROPERTY

4.1 Retention of Intellectual Property Rights. Despite anything that may appear elsewhere in this License Agreement:

4.1.1 All rights in and to the Program(s), including Intellectual Property Rights, are retained by StrategyDriven.

4.1.2 Nothing in this License Agreement is to be interpreted as an assignment of any Intellectual Property Rights in the Program(s) to You or any third party.

4.1.3 StrategyDriven will own the Intellectual Property Rights to any adaptations made to the Program(s).

4.2 Limited Access to the Program(s). You shall limit access to the Program(s) to employees of the Business to which the Program is licensed during the Term of this License Agreement. You may not grant access to the Program(s) or any of its/their components to any entity or person who is not an employee of the licensed Business (“Program User”). You shall allow only licensed Program Users access to the Program(s) and its/their components.

4.3 Definition of Confidential Information. For purposes of this License Agreement, StrategyDriven Confidential Information means information and compilation of information related to the Business Process, products, or creations which derive economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use. Assuming the foregoing criteria are met, Confidential Information includes, but is not limited to the following: Trade Secrets, as defined under the Georgia Trade Secrets Act, report forms and calculations, processes, technical documentation, pricing data, technical expertise and know how, and other information whether defined in the Trade Secrets Act or otherwise, which would have been or will be provided to You by StrategyDriven and are unique, confidential and proprietary property of StrategyDriven. By providing such property to You, StrategyDriven is not conveying any ownership or other interest, except for the limited License granted under this License Agreement.

4.4 Nondisclosure of Program Information. You, your agents, and your employees shall treat as proprietary and shall maintain in strict confidence all StrategyDriven Confidential Information and shall not, without the express prior written consent of StrategyDriven, disclose such Confidential Information or use any such Confidential Information other than for Your own use within the licensed Business under the terms of this License Agreement. Your management upon receiving such Confidential Information will restrict possession, knowledge, development and use of such information to the Program Users and may not use the Confidential Information for any other reason than its own use at the Business pursuant to the terms of this License Agreement.

4.5 Assignment of Rights. You hereby irrevocably transfer and assign to StrategyDriven and agree to cause Program Users to irrevocably transfer and assign to StrategyDriven any rights You and they have to any changes or improvements made to the Program(s) or any of its/their components. You hereby forever waive and agree to cause Your Program Users to waive and agree never to assert any and all “moral rights” they may have in any changes or improvements made by You or Your Program Users to the Program(s) or any of its/their components. You will, on request, assign Your and Your Program Users’ rights to StrategyDriven in every proper way during and subsequent to the term of this License Agreement to obtain for StrategyDriven’s benefit trademarks, copyrights, patents or other forms of legal protection for the Program(s) and any and all changes or improvements thereto or any of its/their components in any and all countries of the world, including any perfections of the property right as provided in this paragraph.

You agree to cooperate with StrategyDriven in any action brought in defense of StrategyDriven’s Intellectual Property Rights in the Program(s) or its/their components whether or not such actions are rightfully brought.

4.6 Nondisclosure by Program Users. In order to protect StrategyDriven from wrongful appropriation of the Program(s) and the loss of StrategyDriven Confidential Information and trade secrets, You agree to ensure all Program Users adhere to a nondisclosure and assignment of rights agreement with substantially the same terms as contained in this License Agreement.

4.7 Return/Destruction of Materials. In the event of termination of this License Agreement, You agree to purge from Your computer systems, storage media and other files and, at StrategyDriven's option, destroy or deliver to StrategyDriven or its designee all Materials described in the Order Confirmation, including portions of the Materials that may be found in analyses, compilations, studies or other documents prepared by, or for, You at Your expense and all other items in Your possession or control that contain any Confidential Information.

4.8 Equitable Remedy. Notwithstanding anything in this License Agreement to the contrary, if You commit a breach or threaten to commit a breach of any provisions of this Article IV, StrategyDriven shall have the right and remedy to have the provisions of this Article IV specifically enforced by injunction or otherwise by any court having jurisdiction, it being acknowledged and agreed that any such breach will cause irreparable injury to StrategyDriven in addition to money damages and that money damages alone will not provide a complete or adequate remedy to StrategyDriven, it being further agreed that such right and remedy shall be in addition to, and in lieu of, any other rights and remedies available to StrategyDriven under law or in equity.

ARTICLE V – STANDARD SINGLE ORGANIZATION OR FACILITY LICENSE

5.1 Permitted Use. Permitted Use of the licensed Program(s) subject to this License Agreement is restricted to the following:

5.1.1 Only You, Your Business and its Program Users are allowed to use the licensed Program(s) for the benefit of the Business only.

5.1.2 Only You, Your Business and its Program Users may transfer files containing the licensed Program(s) and its/their components to Business printers, servers, and the like to facilitate use of the Program(s) and its/their components.

5.2 Prohibited Use. You, Your Business and its Program Users may not use the licensed Program(s) and its/their components that is not expressly described as a Permitted Use. You, Your Business and its Program Users may not use the licensed Program(s) for the benefit of others, in products for resale, provide licenses/sublicenses or other distribution. Any use of the licensed Program(s) and its/their components that is not a Permitted Use will constitute a breach of this license and infringement of copyright. Prohibited Use includes but is not limited to:

5.2.1 Use of the licensed Program(s) or its/their components in design templates intended for resale or other distribution whether or not for profit.

5.2.2 Use or display of the licensed Program(s) or its/their components on websites or other venues designed to induce or involving the sale, license or other distribution of any products including “on demand” products whether or not for profit.

5.2.3 Incorporation of the licensed Program(s) or its/their components into any product or service that results in the redistribution or reuse of the licensed Program(s) or its/their components or is otherwise made available in a manner such that a person can extract or access or reproduce the licensed Program(s) or its/their components.

5.2.4 Use of the licensed Program(s) or its/their components in a fashion that StrategyDriven, acting reasonably, considers to be obscene, immoral, infringing on Intellectual Property Rights, defamatory in nature, or that would be reasonably likely to bring StrategyDriven into disrepute.

5.2.5 Use of the licensed Program(s) or its/their components that would lead a reasonable person to think that StrategyDriven uses or endorses any business, product, service, cause, association or other endeavor.

5.2.6 Removal of any copyright notice, trademark, or other proprietary right from any place where it is on or embedded in the licensed Program(s) and its/their components.

5.2.7 Sublicense, resell, rent, lend, assign, donate, or otherwise transfer or distribute the licensed Program(s) or its/their components or the rights granted under this License Agreement.

5.2.8 Make available copies of the licensed Program(s) or its/their components for use by others not expressly permitted by this License Agreement.

5.2.9 Use the licensed Program(s) or its/their components for the benefit of other non-licensed companies, organizations, and facilities, whether or not for profit, including in consulting or other service engagements.

ARTICLE VI – PRICING, PAYMENT, DELIVERY, AND TAXES

6.1 Pricing. You shall pay a non-refundable License Fee directly to StrategyDriven in the sum specified in the StrategyDriven Store for the Program(s) being purchased.

6.2 Payment. Non-refundable Program(s) License Fee payment shall be made via the StrategyDriven Store on the StrategyDriven website.

6.3 Delivery. The licensed media will be delivered to You electronically following Business attribute customization. Allow 2 – 4 weeks for delivery following provision of Business attribute data during the purchasing process.

6.4 Taxes. You acknowledge that depending on Your nationality and geographic position, taxes may be added to the License Fee under this License Agreement.

ARTICLE VII – TERM AND TERMINATION

7.1 Term. The term (the “Term”) of this License Agreement and the non-exclusive, non-transferable, worldwide license set forth in Article II shall begin on the effective date of this License Agreement and shall continue in perpetuity. Notwithstanding, this License Agreement may terminate prior to the end of the Term:

7.1.1 Automatically without notice from StrategyDriven upon Your failure to comply with any term(s) of this License Agreement

7.1.2 Upon written consent of the Parties hereto to terminate the License Agreement.

7.2 Termination. If this License Agreement is terminated for any reason, then You must:

7.2.1 Destroy all copies of the licensed Program(s) and its/their components in your possession and ensure that all copies on the possession of Your Business and Program Users are also destroyed.

7.2.2 Cease any use of the licensed Program(s) and it/their components for any purpose.

7.3 Right to Claim Damages. Termination of this License Agreement will not affect StrategyDriven’s right to claim damages again You for breach of this License Agreement and/or copyright infringement.

ARTICLE VIII – REPRESENTATIONS AND WARRANTIES: LIMITATIONS

8.1 No Warranty. Nothing in this License Agreement shall be construed as:

8.1.1 A warranty or representation by StrategyDriven to the validity or scope of the Program(s); or

8.1.2 A warranty or representation that anything made, used or sold under the license granted in this License Agreement is or will be free from infringement of patents owned by third parties; or

8.1.3 Conferring a right to use in advertising, publicity or otherwise the name of the Program(s), or the creators. Unless required by law, or unless specifically approved in advance in writing by StrategyDriven, Your use of the StrategyDriven name or any of its trademarks, tradenames or other intellectual property in advertising, publicity or other promotional activities is expressly prohibited.

8.2 STRATEGYDRIVEN EXPRESSLY DISCLAIMS AND YOU ACKNOWLEDGE AND AGREE THAT USE OF THE PROGRAM(S) IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSED PROGRAM AND ITS COMPONENTS ARE PROVIDED “AS-IS” AND “AS-AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND STRATEGYDRIVEN HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM(S) AND ANY OF ITS/THEIR COMPONENTS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT

NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OR SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. STRATEGYDRIVEN DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PROGRAM(S) OR OF ITS/THEIR COMPONENTS, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE LICENSED PROGRAM AND ITS/THEIR COMPONENTS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM(S) OR ITS/THEIR COMPONENTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROGRAM(S) OR ITS/THEIR COMPONENTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY STRATEGYDRIVEN OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. SHOULD THE PROGRAM(S) OR ITS/THEIR COMPONENTS PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO LICENSEES IN THOSE JURISDICTIONS.

8.3 Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL STRATEGYDRIVEN BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PROGRAM(S), HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO LICENSEES IN THOSE JURISDICTIONS. In no event shall StrategyDriven's total liability to You for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of the License Fee. The foregoing limitation will apply even if the above stated remedy fails of its essential purpose.

ARTICLE IX – GENERAL

9.1 Arbitration. Except as otherwise expressly provided in this License Agreement, in the event of any controversy or claim arising out of or relating to any provision of this License Agreement or the breach thereof, the Parties shall try to settle such conflicts amicably between themselves. Subject to the limitation stated in the final sentence of this section, any such conflict which the Parties are unable to resolve may, at the request of either Party, be settled through arbitration conducted in accordance with the rules of the American Arbitration Association. Either Party may file a demand for arbitration within a reasonable time after the controversy or claim has arisen, and in no event after the date upon which institution of legal proceedings based on such controversy or claim would be barred by the applicable statutes of limitation. Such arbitration shall be held in Atlanta, Georgia, United States of America. The

award through arbitration shall be final and binding. Either Party may enter any such award in a court having jurisdiction or may make application to such court for judicial acceptance of the award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either Party may, without recourse to arbitration, assert against the other Party a third-party claim or cross-claim in any action brought by a third party, to which the subject matter of this License Agreement may be relevant.

9.2 Severance. Should a court of competent jurisdiction later consider any provision of this License Agreement to be invalid, illegal, or unenforceable, it shall be considered severed from this License Agreement. All other provisions, rights and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this License Agreement are in accordance with the intention of the Parties.

9.3 Waiver. No waiver by a Party of any breach of this License Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of a Party to exercise any right, power or privilege hereunder be deemed a waiver of such right, power or privilege.

9.4 Agency. You shall not be deemed to be an agent of StrategyDriven in connection with the exercise of any rights hereunder and shall not have any right or authority to assume or create any obligation or responsibility on behalf of StrategyDriven.

9.5 Notices. Any notice, report or payment provided for in this License Agreement shall be deemed sufficiently given if in writing and when sent by express courier, certified or registered mail addressed to the Party for whom intended at the address set forth below, or to such address as either Party may hereafter designate in writing to the other:

9.5.1 For the Licensor: StrategyDriven Enterprises, LLC, 1720 Mars Hill Road, Suite 8-232, Acworth, GA 30101

9.5.2 For the Licensee: The mailing address provided at the time of purchase in the StrategyDriven Store as listed on the Order Confirmation.

9.6 Governing Law. This License Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Georgia.

9.7 Integration. This License Agreement constitutes the final and entire agreement between the Parties and supersedes all prior written agreements and any prior or contemporaneous oral understanding regarding the subject matter hereof. Any representations, promises or conditions in connection with such subject matter which is not incorporated in this agreement shall not be binding on either Party. No modification, renewal, extension or termination of this License Agreement or any of its provisions shall be binding upon the Party against whom enforcement of such modification, renewal, extension or termination is sought, unless made in writing and signed on behalf of such Party by a duly authorized officer.

9.8 Audit/Certification of Compliance. Upon reasonable notice, StrategyDriven may, at its discretion, either through its own employees or through a third party, audit your records directly related to this License Agreement and your use of the licensed Program(s) in order to verify compliance with the terms of this License Agreement. If any audit reveals any licensed Program or its components is being or was used outside of the terms of this License Agreement, StrategyDriven shall have the right to Equitable Remedy in accordance with the provisions of Article IV and you agree to reimburse StrategyDriven for the costs of conducting the audit. Where StrategyDriven reasonably believes that any licensed Program or its components is being used or was used outside of the terms of this License Agreement, You agree, at StrategyDriven's request, to provide a certificate of compliance signed by an officer of Your company, in a form to be approved by StrategyDriven.