



FranklinCovey Client Sales, Inc.
 2200 West Parkway Boulevard
 Salt Lake City, Utah 84119

FRANKLIN COVEY ALL ACCESS PASS™ LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into between FranklinCovey Client Sales, Inc. and the following organization ("Client") and allows certain Client employees ("Passholders") access to the FranklinCovey Solutions (described below) maintained on FranklinCovey's All Access Pass™ platform located in the United States (the "Portal").

Client Organization: Adams County
 Contact Person: Heather McDermott
 Address: 4430 S Adams County Pkwy Ste C4431
 Brighton, Colorado 80601-8222
 Telephone: (720) 523-6185
 Email: hmcdermott@adcogov.org

License Information

Pass Type	License Start Date	License End Date	Term (Years)	Number of Pass-Holders	Adobe Connect Licenses	Final Net Price	Fee Per Additional Passholder
All Access Pass	5/31/2019	5/30/2020	1.00	30	2	\$7,050.00	\$294.00

FranklinCovey Solutions

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| <ul style="list-style-type: none"> Building Business Acumen™ Find Out <i>WHY</i>: The Key to Successful Innovation™ FranklinCovey Excelerators® FranklinCovey Insights™ Jhana®: Bite-Sized Learning for Leaders Leaders @ Change™ Leadership Foundations™ Leadership Modules™ Leadership: Great Leaders, Great Teams, Great Results® Leading at the Speed of Trust® Managing Millennials™ Meeting Advantage™ | <ul style="list-style-type: none"> Millennials @ Work™ Presentation Advantage® Project Management Essentials® Speed of Trust® Foundations The 4 Essential Roles of Leadership™ The 5 Choices to Extraordinary Productivity® The 6 Critical Practices for Leading a Team™ The 7 Habits for Managers® The 7 Habits of Highly Effective People® Foundations The 7 Habits of Highly Effective People® Signature Program The 7 Habits® Leader Implementation Writing Advantage® |
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Additional Services/Products Included in this Order

Products/Services	Pass-Holder Qty	Pass-Holder Price	Standard Qty	Standard Price	Discount	Total Qty	Extended Price

Total Investment: \$7,050.00

Client may contact FranklinCovey via email to purchase additional licenses or optional products and/or services. For some products and services where additional terms are necessary, an order form will be issued.

Optional Passholder-Only Products/Services

Item	Price
Pre-Packaged Participant Kit	\$35
Pre-Packaged Facilitator Kit	\$100

If this Agreement is executed by Client after the License Start Date above, FranklinCovey may adjust the License Start and End Date based on the date FranklinCovey activates the License and provided the License Term does not change. Such change shall not affect the License Fee.

Client agrees to abide by the Terms and Conditions stated below.

FranklinCovey Client Sales, Inc.

Adams County

Signature: _____

DocuSigned by:

Cherry Clark

Signature: _____

Terri Lautt

By: Amy de Jong

354CA768C6C3412

By: _____

Terri Lautt

Title: Client Service Coordinator

Title: _____

People Services Director

Effective Date: _____

6/3/19

TERMS AND CONDITIONS

- A. Grant of Rights.** FranklinCovey grants Client, including its Affiliates (meaning an entity that controls, is controlled by, or is under common control with the Client where "control" means ownership of 50% or greater of the equity of that entity or the ability to direct the management of that entity), a limited, non-exclusive, non-transferable, revocable license for the Passholders, for whom fees have been paid, to (a) print or download onto computers or tablets the participant and facilitator materials as they exist (collectively "Materials"); and (b) create "Compilations," which means a Passholder's right to take portions of the downloadable Materials and use them in accordance with the terms of this Agreement and specifically in accordance with the Guidelines attached hereto as Exhibit A.
- B. Limitations to Grant of Rights.** Client agrees not to make, or allow its employees to make, Derivative Works (defined by U.S. Copyright Law, 17 U.S.C. §101, 1976 as amended). Client will effectively communicate to its Passholders that the Materials are copyright-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall file share, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) any of the Materials except as provided for herein. Client acknowledges and agrees that it will take commercially practicable means as technologically feasible, to prevent the Materials from being used or accessed without proper authorization. The rights granted in this Agreement are restricted for use within the United States and Canada. Materials designated as "Facilitator Materials" are intended for use by Passholders certified to deliver the FranklinCovey Solutions. Non-Passholders are not eligible for Passholder pricing. Training must be delivered and participant materials consumed during the License Term.
- C. Returning Participant Materials.** FranklinCovey will extend a refund for unused pre-packaged participant materials returned within thirty (30) days of purchase or the date of the event. For clarity, customized products and digital products that are not a component of the pre-packaged materials are not eligible for refund. All materials carry an unconditional guarantee against any manufacturing defect for one (1) full year.
- D. Fees and Payment Terms.** Client agrees to pay FranklinCovey the non-refundable non-prorateable fees described above within 30 days of the receipt of an invoice. Pricing does not include applicable sales and use taxes, shipping & handling fees, or travel expenses, which are the responsibility of the Client. Pricing is subject to an annual price increase.
- E. Term, Termination, and Events of Termination.** The term of this Agreement is set forth above. If client terminates this Agreement for convenience, FranklinCovey shall not refund any prepaid license fees. Upon termination of this Agreement for any reason, Passholders shall immediately (a) discontinue all use of the FranklinCovey Solutions; (b) discontinue all use of Compilations; and (c) remove all FranklinCovey content from Compilations which are blended with Client content. Notwithstanding the foregoing, Passholders who received the Participant materials prior to termination may continue to use them for their personal use to apply the concepts learned from a FranklinCovey Solution.
- F. Third Party Restrictions.** The facilitator videos, FranklinCovey InSights and FranklinCovey Excelerators may not be modified or edited in any way. Certain facilitator program videos may not be embedded into the facilitator PowerPoint. Digital access is not available with certain ancillary participant materials. These program videos and materials, including, but not limited to *Creative Juicers*, *FranklinCovey Style Guide*, *Managing Essentials*, *Leadership Essentials*, and *Leadership Foundations Handbook*, may be purchased separately, upon request.
- G. Copyright.** Client acknowledges that FranklinCovey or its licensors exclusively own all proprietary rights and copyrights to the FranklinCovey Solutions including, but not limited to, the Materials and any documentation, images, animation, sound, music, and text to the FranklinCovey Solutions. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of the FranklinCovey Solutions, is expressly prohibited and will constitute a breach of this Agreement and/or federal copyright law.
- H. Insurance.** FranklinCovey will maintain commercial general liability and professional liability insurance in the amount of \$1,000,000 per policy, during the term of this Agreement. FranklinCovey agrees to provide Client with a certificate of such insurance upon request. FranklinCovey shall provide thirty (30) days' written notice in the event of a change or cancellation of its policy coverage.
- I. Limitation of Liability:** FranklinCovey does not make any warranty, guarantee or representation either express or implied 1) regarding the merchantability or fitness for a particular purpose of the FranklinCovey Solutions, or 2) that certain results may be obtained in connection with the use of the FranklinCovey Solutions. FranklinCovey does not assume any responsibility for any damage or loss caused by the misuse of the FranklinCovey Solutions, the misuse of software, hardware or systems of any third-party or Client. FranklinCovey shall not be liable for any consequential, incidental or punitive damages arising from this Agreement or the FranklinCovey Solutions provided hereunder. FranklinCovey's aggregate liability to Client in relation to any claims arising under this Agreement shall not exceed the total amount paid to FranklinCovey under this Agreement.
- J. Data Privacy.** During the course of this Agreement, FranklinCovey will process Personal Data (defined herein) on behalf of Client. FranklinCovey agrees to comply with all laws and regulations as prescribed by the European Union GDPR. If Client requires the parties enter into a Data Processing Addendum, FranklinCovey will send such addendum for Client to fill in and sign. As used in this Agreement "Personal Data" means all data that is defined as 'personal data' under EU Data Protection Laws and to which EU Data Protection Laws apply and which is provided by Client to FranklinCovey, and accessed, stored or otherwise processed by FranklinCovey.

APPROVED AS TO FORM
COUNTY ATTORNEY

[Signature]

- K. Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or amended in writing signed by a duly authorized representative of each party.
- L. Affirmative Action/Equal Opportunity Employer:** FranklinCovey complies with the EEO clause of EO 11246, as amended and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.
- M. Governing Law:** This Agreement shall be governed in accordance with the laws of the State of CO. Any claim or cause of action under or relating to this Agreement shall be brought in the state or federal courts located in Adams County, CO, and the parties agree to submit to the exclusive jurisdiction of, and waive any objection to venue in, such courts.

Exhibit A

GUIDELINES FOR ALL ACCESS PASSHOLDERS FOR CREATING COMPILATIONS

As a FranklinCovey Passholder, you are allowed to combine segments from the FranklinCovey content included in your pass, or even with your own content, for use for the population included in your All Access Pass agreement subject to the guidelines provided herein.

Consider this example: Your organization requires help with communication and trust. Using the listening skills from Habit 5 of *The 7 Habits of Highly Effective People*® Signature program and the 13 Trust Behaviors from *Speed of Trust*® Foundations, combine them to create a single training that improves these specific skills and behaviors.

Or, perhaps you have your own internal content on effective communication skills that reinforces your company's values, and you would like to combine it with related FranklinCovey content. As long as the FranklinCovey content is properly attributed, you can do this, as well, adding your own examples or application exercises to the FranklinCovey solution.

If you would like help designing custom solutions, your organization is eligible for discounted FranklinCovey Passholder pricing for our customization services.

The following guidelines are provided to ensure that FranklinCovey's intellectual property, as well as the intellectual property of our partners and other third parties, is respected as you work with our content.

What you can do:

- You are allowed to use FranklinCovey ideas, models, or concepts in combination with other FranklinCovey content included in your pass, or your own content for the Passholder population only identified in your All Access Pass, as long as they are properly attributed. The following statement is an example of proper attribution:
©FranklinCovey Co. All rights reserved. Used herein with permission under an existing license agreement.
- You are required to include specific trademark notations (® or ™) found in our content. For example,
The 7 Habits of Highly Effective People®

What you can't do:

- You are not allowed to use FranklinCovey ideas, models, or concepts outside of the Passholder population covered by your FranklinCovey All Access Pass agreement.
- You are not permitted to use FranklinCovey ideas, models or concepts without proper copyright attribution.
- You are not allowed to edit or disassemble quotes, videos, or extract music, images, or other media elements for use in a way that is separate from our content. We realize they add professional appeal, but they are licensed materials limited for use, as is, within the FranklinCovey Solutions.
- You can't change the names, titles, or terminology of our content, or otherwise create "derivative works" as defined by U.S. copyright laws. For example, you aren't allowed to change, adapt, or modify the name of one of the 7 Habits® or change, adapt, or modify the shape of a model or diagram. You must use our content as it exists.
- You cannot sell, relicense, repackage, or otherwise give FranklinCovey content to others.
- You cannot do anything that compromises FranklinCovey's ownership of its intellectual property or its rights.
- You cannot use FranklinCovey intellectual property in a way that disparages its brand or tarnishes its image. We are proud of our content and want it to be presented in the best possible way.

As long as you have a current FranklinCovey All Access Pass agreement, you can continue to use our content as outlined above. If, for some reason, you choose not to renew your All Access Pass license, you must discontinue use of all FranklinCovey intellectual property including content, ideas, models, videos, music, and images. For additional details, please refer to the license agreement between FranklinCovey and your organization.