

Training Games, Inc. Affiliate License Agreement

THIS AGREEMENT ("Agreement") is made by and between Training Games Incorporated (TGI), having its principal place of business at 4545 East Hedgehog Place, Cave Creek, AZ 85331 and the TGI Affiliate listed on the bottom of this document. The effective date of this Agreement (the "Effective Date") shall be the latest date set forth on the signature page of this Agreement. This document represents an agreement between TGI and the TGI Affiliate in regard to the sale and distribution of software developed and manufactured by TGI.

DEFINITIONS:

1. TGI Affiliate – The individual or company purchasing and utilizing the TGI Affiliate License for a given TGI Product.
2. TGI Affiliate License – A TGI product license designed for consultants, presenters, educators and trainers who wish to customize and resell TGI products to support their own programs.
3. Product User – An individual assigned a TGI product license.
4. TGI Products – All software and documentation developed, created, marketed and sold by Training Games Corporation.
5. TGI Customized Product – Customization of a TGI Game involves the affiliate adding proprietary questions, graphics, sounds, logos or any other open setup feature within the TGI product purchased, for the purpose of reselling the finished product to their own customer base. It does not include accessing or modifying any protected sheets or VBA modules within the TGI program.
6. Standard or Stand-Alone TGI Product – References TGI products as sold by Training Games Inc. from the www.training-games.com website to their immediate customers and without modifications or additions to the product.
7. Affiliate Customers and Customer Base - The individual or company purchasing and utilizing a Customized TGI Product directly from the TGI Affiliate.
8. TGI – Training Games Inc. an Arizona Corporation.

The parties agree to the following provisions:

1. INTENT OF AFFILIATE LICENSE AGREEMENT:

1.1. This license agreement is designed for consultants, presenters, educators and trainers who wish to customize and resell TGI products to support their own programs. In order for a company to resell TGI products, they must purchase an Affiliate License for each TGI product they wish to resell and have a current and valid TGI Affiliate License Agreement in effect.

1.2 Once contracted with TGI, the Affiliates License entitles the TGI Affiliate to customize and resell the TGI product (for which the license was purchased) to their own customer base.

2. PRODUCT PRICING:

2.1. All published (internet, etc.) pricing for customized TGI games must be sold for the same or greater price than the normal published TGI price on our web site.

3. PRODUCT AFFILIATE LICENSE RESTRICTIONS:

3.1 The objective of this program is to allow affiliates to utilize the TGI product to input their own questions, graphics, and presentation information into the TGI game product and then sell this unique product offer to their own customers. No un-customized, standard, or stand-alone TGI product can be sold under this license agreement.

3.2 Customization of a TGI Game involves the affiliate adding proprietary questions, graphics, sounds, logos or any other open setup feature within the TGI product purchased, for the purpose of reselling the finished product to their own customer base. It does not include accessing or modifying any protected sheets or VBA modules within the TGI program.

3.3 All modifications made to TGI Products by the Affiliate must be legal and compliant to the laws of the United States of America.

3.2 All published (internet, etc.) pricing for customized TGI games must be sold for the same or greater price than the normal published TGI price on our web site.

3.3 Affiliate customized TGI game products are subject to approval by TGI. TGI reserve the right to terminate this license agreement at any time if TGI determines that the affiliate is in violation of the above stated intent or restrictions set forth in this agreement.

4. PRODUCT DELIVERY:

4.1 Product delivery to their customers is the sole responsibility of the TGI Affiliate.

5. PRODUCT MARKETING:

5.1 The TGI Affiliate shall be solely responsible for all expenses incurred in marketing TGI Customized Products.

6 TAXES and FEES:

6.1. During and after the term of this Agreement, in addition to any other charges due under this Agreement, the TGI Affiliate agrees to promptly pay, indemnify and hold TGI harmless from any sales, use, excise, import or export, value added or similar tax and any penalties or interest associated with any of the Taxes imposed by any governmental authority with respect to the sale of the TGI Customized Product by the TGI Affiliate.

7. OWNERSHIP OF PROPRIETARY RIGHTS.

7.1. Ownership of TGI Products. The TGI Affiliate acknowledges that TGI products and the Documentation, including the structure, sequence and organization of TGI Products, is proprietary to TGI and that TGI retains exclusive worldwide ownership of TGI Products and the Documentation and all proprietary rights associated with TGI Products and the Documentation in all formats and for all media currently in existence or which come into existence in the future, including but not limited to TGI Products. All rights to TGI Products, including without limitation patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), licensing, character, music, story, sequel, motion picture, television and all other rights, franchises or licenses with respect to TGI Products and the Documentation, remain the sole and exclusive property of Training Games Incorporated.

8. CONFIDENTIAL INFORMATION.

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

8.2. Non-Disclosure. The TGI Affiliate acknowledges that it may acquire information and material that is TGI's confidential, proprietary information and contains trade secrets (the "Confidential Information"). The TGI 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 TGI. The TGI Affiliate further agrees to take all action reasonably necessary and satisfactory to TGI to protect the confidentiality of the TGI Product Information. The TGI Affiliate will limit the disclosure of the Confidential Information to the TGI Affiliate'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.

8.3. Exceptions. Notwithstanding the above provisions, the obligations of The TGI 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 TGI Affiliate from a third party without confidential limitations, (iii) has been independently developed for The TGI Affiliate by personnel having no access to the Confidential Information, (iv) was known to The TGI Affiliate prior to its first receipt from TGI, or (v) has been disclosed by TGI to a third party without restrictions on disclosure.

9. CONSEQUENTIAL DAMAGES WAIVER. IN NO EVENT SHALL TGI BE LIABLE TO THE TGI 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 TGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. TERMINATION.

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

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

11. 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.

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

13. 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 Phoenix, Arizona, 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.

14. 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 TGI and the TGI Affiliate.

15. TGI PRODUCTS COVERED. All TGI products purchased by the Affiliate from TGI with an Affiliate License are covered under this agreement.

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

Training Games, Inc.

Signature: _____

Title: _____

Date: _____

TGI Sales Affiliate

Signature: _____

Title: _____

Date: _____

Company: _____

Company Address: _____

City, State, ZIP: _____

Phone Numbers: _____

Email: _____ Website: _____

To be completed by TGI:

TGI User ID: _____ Password: _____

Mail completed form to:
Training Games, Inc.
4545 East Hedgehog Place
Cave Creek, AZ 85331