

Constraints Management Group, LLC.



Company License Agreement for DVD Product

Constraints Management Series and/or Measurement Nightmare Workshop This Licensing Agreement ("Agreement") sets forth the terms and conditions under which Constraints Management Group, LLC., located Enumclaw, WA, licenses to _____ ("Licensee"), located at _____, all sessions/DVD's of The Measurement Nightmare and/or The Constraints Management Series DVD.

The DVD's were recorded during the Constraints Management User Conference 2005, in Seattle, WA.

AGREEMENT

1. LICENSE GRANT

Constraints Management Group, LLC. hereby grants to Licensee a nonexclusive, nontransferable, license to use the DVD's. Licensee is prohibited from sub-licensing, renting, or leasing any portion of the DVD's to a third party.

Licensee has the right to enable any individual working for Licensee to view the DVD's in full or partially. Each viewer is entitled to a copy of the presentation material and multiple viewing of the DVD's as long as this Agreement is in effect.

2. PRICING

The DVD's are available for unlimited viewing by Licensee as detailed in sections 1, in exchange for a paid up license fee of _____ (US\$3,500.00 per DVD set/US\$495.00 per DVD).

3. TERMS

The price for this Company Licensing Agreement is a single, lump sum payment of _____.

The License term of this agreement is for an unlimited time period.

4. PAYMENT

Constraints Management Group, LLC. shall issue one invoice to the Licensee. This invoice will include the appropriate fee of _____ for a paid up license according to this Agreement.

5. PROVISIONS OF DVD'S

ONE set of DVD's and one CD of presentations will be sent once a signed License and an approved Purchase Order for the paid up fee has been received by Constraints Management Group, LLC.

Additional sets of the DVD's are not available through this Agreement. Each set of DVD's can ONLY be licensed

under its own exclusive Agreement.

Licensee shall pay for shipping and handling of the DVD's. Constraints Management Group, LLC. has the right to determine the minimum amount for shipping and handling and will inform Licensee accordingly.

6. PROPRIETARY RIGHTS

Title to and ownership of the DVD's shall at all times reside with Constraints Management Group, LLC. The DVD's and CD of presentations provided by Constraints Management Group, LLC. to Licensee under this Agreement, are protected by copyright laws and international treaty provisions. Licensee acquires no rights or licenses with respect to the DVD's or CD of presentations other than stated in this Agreement.

Licensee commits not to duplicate or make copies of the DVD's and the CD of presentations and will take any reasonable precautions to prevent others from duplicating.

Licensee is responsible to take care of the maintenance of the DVD's. If DVD's are lost or damaged, a replacement will be provided with a charge.

7. TERM AND TERMINATION

The term of this Agreement will begin on the date of Licensee's signature and receipt of the appropriate paid up fee. Constraints Management Group, LLC. shall have the right to immediately terminate this Agreement for any breach of this agreement. Upon termination of this Agreement, Licensee shall immediately return to Constraints Management Group, LLC. at its own expense, all copies of the DVD's in Licensee's possession or under its control.

9. COMPANY INFORMATION

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Country: _____ Number of employees: _____
Phone: _____ Fax: _____

8. ON-SITE CONTACT PERSON

The on-site contact person for the purpose of this Agreement will be:
Name (Name of authorized representative(s) of Licensee): _____

Title: _____ E-Mail (Required): _____
Address: _____
City: _____ State: _____ Zip: _____
Country: _____ Number of employees: _____
Phone: _____ Fax: _____
Please invoice PO# _____
Attention: _____
Signature of authorized representative(s) of Licensee: _____
Date: _____