

SHADOW WORK ADVANCED MATERIALS RESTRICTED USE AGREEMENT FOR PARTICIPANTS OR ASSISTANTS

This Restricted Use Agreement (this “**Agreement**”) is entered into and effective upon the day of its signing (the “**Effective Date**”), by and between **Shadow Work Licensing, LLC**, a Colorado limited liability company, with its principal office at 1730 Lombardy Drive, Boulder, Colorado 80304 (“**SWL**”); and the individual identified at the end of this Agreement (“**Recipient**”).

RECITALS

A. SWL is the owner of certain works contained in a set of programs known as the “**Shadow Work Advanced Materials Trainings**”, (“**SWAM Trainings**”) and SWL claims a copyright in the SWAM Trainings and the **Copyrighted Shadow Work Advanced Materials** (“**SWAM Materials**”) related to those programs.

B. Recipient is employed by or engaged by The Crucible Project to participate or to assist in the SWAM Trainings. Recipient desires to receive some training from a Certified SWAM Trainer in how to facilitate the SWAM Materials.

C. Recipient will receive and be able to use, as specified below, the SWAM Materials owned by SWL related to the SWAM Trainings.

D. SWL is willing to allow Recipient to receive SWAM Training and the SWAM Materials in accordance with the provisions of this Agreement.

AGREEMENT

1. Receipt Training and Copyrighted Shadow Work Advanced Materials. SWL authorizes Recipient to receive the SWAM Training and the SWAM Materials only in accordance with the provisions of this Agreement. The SWAM Materials are identified in Attachment A to this Agreement, which is incorporated into this Agreement.

2. Ownership of the SWAM Materials. SWL is the sole owner of all of the SWAM Materials and any derivatives of the SWAM Materials (modifications or translations of the SWAM Materials). Recipient acknowledges and agrees that all of the SWAM Materials and any modifications or translations of the SWAM Materials, all rights in the SWAM Materials and any derivatives of the SWAM Materials (except the use rights granted under this Agreement), belong exclusively to SWL; and that all rights resulting from Recipient’s use of the modifications or translations and any derivatives of the modifications or translations inure to the benefit of SWL.

3. Restrictions on Use.

(a) Recipient is authorized to use the SWAM Materials only as follows:

1. Unless otherwise licensed by SWL, to provide facilitation of the SWAM Materials only to persons enrolled in official Crucible Project Events, which bear the name of The Crucible Project, or other program offered by The Crucible Project as may be approved by SWL in writing in the future (if any).

2. Aside from assisting in the SWAM Training, and unless otherwise licensed by SWL, not to disseminate any SWAM Materials to any other persons or entities, and not to train any other persons or entities, without written permission from SWL.

(b) Recipient acquires no rights to use, or to disseminate, or to train to others, or to assist in training to others, or to become a SWL Certified Trainer of, any of the SWAM Materials other than as specified in this Agreement.

(c) Recipient is prohibited from making any copies of, and from distributing any of, the SWAM Materials.

(d) Recipient is prohibited from making any derivatives (such as modifications or translations) of the SWAM Materials.

4. Unauthorized Use or Infringement. Immediately upon becoming known to Recipient, Recipient shall notify SWL of any unauthorized use of the SWAM Materials. Recipient agrees that he or she will not communicate with the person engaged in the unauthorized use, the infringement, or the claim of infringement, or that person's attorney or other representative, in connection with any such unauthorized use, infringement, or claim of infringement. SWL will have sole option whether to take any action related to any unauthorized use, infringement, or claim of infringement, as it deems appropriate. SWL will have the right to exclusively control any proceeding arising out of any unauthorized use, infringement, or claim of infringement. Recipient agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of SWL or its legal counsel, be necessary or advisable to maintain SWL's interests in any such litigation or U.S. Patent and Trademark Office or other proceeding; or to otherwise protect and maintain SWL's interest in its intellectual property.

5. Indemnification by Recipient. Recipient agrees that SWL will have no liability, and Recipient will indemnify, defend, and hold SWL harmless against any and all damages, liabilities, attorneys' fees and costs incurred by SWL in defending against any third-party claims or threats of claims arising from (a) any breach of this Agreement by Recipient; or (b) otherwise resulting from the acts, or omissions when Recipient had an obligation to act, of Recipient. SWL may at its own expense appear through counsel of its own choosing to defend itself in any such action.

6. Independent Entities. The relationship between SWL and Recipient is that of independent entities. Recipient is in no way to be deemed a partner, joint venturer, agent, employee, or servant of SWL. Recipient has no authority to bind SWL to any contractual obligation or incur any liability for or on behalf of SWL.

7. Assignment. This Agreement is not assignable by Recipient. This Agreement is assignable by SWL, without the consent of Recipient, to any entity or individual that acquires ownership of the SWAM Materials.

8. No Waiver. The waiver by SWL of any breach by Recipient of any provision of this Agreement will not operate or be construed as a waiver by SWL of any subsequent breach by Recipient.

9. Partial Invalidity. If a court of competent jurisdiction makes a final determination that any provision of this Agreement is invalid or unenforceable, that provision will be modified by the court, to the minimum extent necessary, so as to best continue to carry out the intent of the parties; or severed from this Agreement if it cannot be so modified. The remaining provisions remain unimpaired.

10. Remedies. Recipient acknowledges and agrees that it would be difficult for SWL to prove the exact amount and extent of damages that would result from a breach or threatened breach of the terms of this agreement, and, accordingly, agrees that SWL shall be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions, permanent injunctions, to enforce a substantial probability that it will suffer irreparable harm, and without the necessity of posting any bond or other undertaking in connection therewith. This provision with respect to injunctive relief shall not however, diminish a SWL's right to claim and recover damages or pursue and obtain the benefit of any other available remedies, whether at law or in equity.

11. Liquidated Damages. Recipient acknowledges and agrees that it would be too difficult to calculate the damages inflicted on SWL as a result of the Recipient's breach of Section 3 above. The fees for attorneys and web technicians involved in the effort to remove or recover any Copyrighted Works improperly disseminated and possibly stored on the internet cannot be accurately determined in advance. The fees for recovering any Copyrighted Works improperly disseminated into the possession of unlicensed individuals cannot be accurately determined in advance, because the procedures for such recovery would be radically different in various countries and differing circumstances. The amount of lost royalties paid to SWL due to the improper availability of the Copyrighted Works to individuals who would otherwise attend trainings from which SWL would accrue royalties cannot be accurately determined in advance. And the loss of royalties over a long period of time, due to the improper availability of the Copyrighted Works cannot be determined in advance. Therefore, the Recipient agrees that the Recipient shall owe and shall pay to SWL as liquidated damages, and not as a penalty, the following liquidated damages: for each violation of Section 3 above the cash sum of Ten Thousand Dollars (\$10,000) for each such violation. The Recipient agrees that the above-liquidated damages are fair and reasonable as well. Recipient also agrees that the above liquidated damages were negotiated at arm's length by the parties and that the Recipient was not coerced into signing this Agreement.

12. Applicable Law and Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado. The parties submit to the exclusive jurisdiction of any competent state or federal court located in Colorado for purposes of any legal proceedings arising out of or relating to this Agreement. Except if prohibited by applicable law, recipient and SWL each knowingly, voluntarily, and willingly waive the right to trial by jury in any action or proceeding arising out of, or related to, this agreement.

13. Litigation Expense. The prevailing party in any suit or action arising out of or related to this Agreement will be entitled to recover from the other party its reasonable attorneys' fees, costs, and expenses in the amount that the court determines reasonable in both the trial court and appellate courts (as applicable).

14. Entire Agreement; Modification. Except for any other legal agreement between the Recipient and SWL, or between the Recipient and Shadow Work Seminars, Inc., this Agreement constitutes the entire agreement of the parties concerning its subject. Except as stated above for modification by a court, this Agreement may be modified only by a document signed by SWL and Recipient.

15. Consultation with Counsel; Construction. Recipient represents that he or she has read this Agreement, understands the provisions of this Agreement, and had the opportunity to confer with his or her attorney before executing this Agreement. The language used in this Agreement will be deemed the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

16. Termination.

(a) This Agreement shall remain in effect in perpetuity, unless terminated by SWL. SWL may terminate this Agreement at any time, if Recipient breaches the agreement, upon written notice to Recipient stating the date of the termination of this Agreement.

17. Effect of Termination. Upon termination of this Agreement, (1) the Agreement will expire, (2) Recipient cannot offer any facilitation of, or assist with any training of, the SWAM Materials; and (2) Recipient must return to SWL all materials in printed form in its possession or control containing any of the SWAM Materials, and delete any materials in electronic form in its possession or control containing any of the SWAM Materials.

18. Headings; Counterparts; Signatures. The Section headings in this Agreement are for convenience only and do not affect the interpretation of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which constitutes an original, and all of which together constitute one and the same document. A facsimile signature, whether sent by e-mail or other electronic medium, will have the same force and effect as an original signature.

Recipient:

Printed First and Last Name _____

Signature _____

Date Signed _____

Email Address _____