

JK Distributors Simple English License Agreement

This simple JK Distributors software license agreement is made and entered into by and between Training, Inc. National Association, a New Jersey corporation with its principal office at 234 West Delaware Avenue, Pennington, NJ 08534 (the “Company”) and (the “Licensee”) a purchaser of the JK Distributors JK Distributors software access and related support services.

The Company permits Licensee to access and use the JK Distributors program and documentation, installed the officesim web site and operated by the Company, and will provide Licensee with login and passwords to access the program and documentation via the Internet from remote multiple workstations owned or operated by Licensee.

Licensee understands, acknowledges and agrees that the grant of the foregoing licenses and use of the program and documentation is limited by and subject to compliance with the terms, conditions and restrictions set forth in the complete JK Distributors License Agreement, which are available on the JK Distributors web site at <http://www.officesim.net/Documents/LicenseAgreement.pdf>. By its acceptance of this Simple License Agreement, Licensee confirms their agreement to that License Agreement. Licensee also understands that the License Agreement is subject to change.

License. The Company further grants to Licensee a nonexclusive, nonassignable, nontransferable license to (i) print and distribute multiple copies of the documentation made available by the Company, (ii) incorporate excerpts from the Documentation into training and procedure materials customized to the business of the Licensee, and (iii) print and distribute multiple copies of the Licensee User Manuals.

Term. The license shall commence on the date of activation of Licensee’s JK Distributors user IDs and shall be for a one year term, unless sooner terminated pursuant to the provisions of the complete JK Distributors License Agreement.

Permitted Uses. The JK Distributors software and documentation shall be accessed and used solely for Licensee's own internal business purposes, provided that they shall not be used as part of a service bureau, network or time-sharing facility for third parties. For purposes hereof “internal business purposes” shall mean with respect to job development, training, education or coaching activities presented, organized and/or sponsored by Licensee at any venue.

Support Services. Basic support services via telephone or e-mail, consisting of technical IT support for the Program, shall be made available through the “Help Desk” function provided by the Company. Support will be available any weekday between 9:00 and 5:00 Eastern Standard time at no charge during the first week of the initial activation.

Additional more extensive telephone or on-site support is available from Training, Inc. National Association to advise and prepare Licensee staff to facilitate the Program. The rate for additional facilitator and telephone support services (the “Support Services”) are available effective upon the execution of this Agreement for a fee based on usage.

Notices. Any notice required under this Agreement shall be in writing and delivered personally against receipt, or sent by Federal Express or other recognized overnight courier service with a tracking and delivery confirmation capacity, and addressed to the party to be notified at its address set forth below or at such other address as it may have given written notice in accordance with this paragraph.

If to Company:

JK Distributors Coordinator
Training, Inc. National Association
234 West Delaware Avenue
Pennington, NJ 08534

If to Licensee:

[Name, title, address, phone number and e-mail]

With a copy to:

[Name, title, address, phone number and e-mail]

Entire Agreement. This simple agreement and the entire JK Distributors License Agreement will be deemed accepted between the parties.

IN WITNESS WHEREOF, the parties have signed their names as of the date first above written.

[Name of Licensee]

Training, Inc. National Association,

By: _____
Name:
Title:

By: _____
Name:
Title: