

LEARNING TECHNICS

TURNING TEACHING INTO LEARNING

ORDER FORM

MAIL THIS FORM TO:

Learning Technics, Inc.
Sales Department
3809 S. West Temple Suite 2C
Salt Lake City, UT 84115

FAX TO: 1 (801) 293-8981

PHONE: 1 (800) 893-9315

Please allow 4-6 weeks for delivery

PAY BY: Check Payable to:

Learning Technics, Inc.

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Billing: Same as Shipping

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Student Information (for our tracking only):

Name: _____

Age: _____ Grade (if applicable) _____

Current School: _____

Area(s) of needed improvement: _____

Current Level: _____

Item	#	Unit Price	Price
I.Q. Express Electronic Edition		\$1,500.00	
I.Q. Express Junior		\$150.00	
<i>When Bright Kids Can't Learn</i> by John F. Heath		\$15.95	
SUBTOTAL			
Utah residents add 6% sales tax			
Shipping and Handling			
TOTAL			

For more information, visit our website at www.learningtechnics.com or call (800) 893-9315.

**LEARNING TECHNICS, INC.
END USER LICENSE AGREEMENT**

NOTICE TO USER:

THIS IS AN AGREEMENT GOVERNING YOUR USE OF THE IQ EXPRESS™ ELECTRONIC EDITION, DEFINED HEREIN AS “PROGRAM.” THE LICENSOR OF THE PROGRAM IS WILLING TO PROVIDE YOU (AT TIMES REFERRED TO AS LICENSEE) WITH THE PROGRAM ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. BELOW, YOU ARE ASKED TO ACCEPT THIS AGREEMENT. IF YOU DO NOT WISH TO ACCEPT THIS AGREEMENT, DISCONTINUE THE ORDERING PROCESS NOW. BY ORDERING THIS PROGRAM YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BEFORE YOU PUT A CHECKMARK AT THE "I ACCEPT THE AGREEMENT" BUTTON AND PRESS "NEXT", PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTIONS ARE A SYMBOL OF YOUR SIGNATURE AND BY CLICKING ON THE "I ACCEPT THE AGREEMENT" AND "NEXT" BUTTONS, YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON. THE ORDERING PROCESS WILL BE DISCONTINUED. You may receive a copy of this Agreement by contacting Licensor at: info@learningtechnics.com.

1. DEFINITIONS.

- A. Program Materials. The education and instruction books, charts, disks, forms, activity props, workbooks, and related materials, as developed, which have been designed to improve processes such as concentration, conceptualization, pattern matching, sequencing, various kinds of memory and other neurological processes.
- B. Client. A private person who enrolls in the IQ Express™ Electronic Edition for his/her own use or for use with their immediate family.
- C. IQ Express™ Electronic Edition. The name of a program that uses a technique called Physio-Neuro Therapy. This technique uses various course levels and Program materials in a series of interrelated, multi-sensory activities to stimulate neurological development (also referred to herein at times as “Program”) as may be changed or modified from time to time.
- D. Trademark. The IQ Express™ trademark, logo and related commercial symbols. The registered mark is set forth below:

IQ EXPRESS/ACCELERATING CHILD DEVELOPMENT®

- E. Copyright. All of Our written, audio and visual materials are copyrighted and owned by Us, including without limitation, the IQ Express™ Electronic Edition materials and You agree not to copy any of Our materials in any way without Our prior written permission.
- F. Confidential Information. Confidential information as used herein means all Techniques, forms, procedures, information and instruction pertaining to the IQ Express™ Electronic Edition and other matters subject of this Agreement which are disclosed by Us to You.
- G. Physio-Neuro Therapy. This technique uses various course levels in a series of interrelated multi-sensory activities to stimulate neurological development.

2. LICENSEE RIGHTS.

- A. This license confers upon Licensee the right to use the IQ Express™ Electronic Edition at a single location for the private educational benefit of Your immediate family. Under no circumstances does Licensee have the right to contract with organizations or utilize any aspect of this Program for personal financial benefit of any kind.
- B. Subject to the terms and conditions of this Agreement and the continuing performance by You of Your obligations hereunder, You shall have, during the term hereto, the right to use the IQ Express™ Electronic Edition.
- C. You are only allowed to use the IQ Express™ Electronic Edition as described herein. No other entity, organization or individual may be serviced without express written consent of Learning Technics.

3. FEES.

- A. You agree to pay a non-refundable license fee of fifteen hundred dollars (\$1,500.00) for the right to use the IQ Express™ Electronic Edition.
- B. Ordered materials shall be deemed accepted by You unless notice of defect is received by Us and the defective materials are returned within fifteen (15) days of shipping. In the event of discovery of defective material, Our sole responsibility shall be to exchange such materials for new materials of the same type. You shall have no other remedy and We shall have no other obligation for defective material.

4. RESPONSIBILITIES.

- A. You shall:
 - (1) Use Your best efforts and devote such time as is necessary to ensure the effectiveness of the IQ Express™ Electronic Edition.

- (2) Use the IQ Express™ Electronic Edition for Your own personal educational benefit. You shall assume all responsibility for ensuring the effectiveness of the Program other than as outlined in this agreement.
- (3) Study the Program materials and become proficient in the use thereof and strictly abide by Our standards and procedures relating to the use of the Program.
- (4) Not do any act with respect to the Trademarks or the Program not specifically authorized by this Agreement and Our standards and procedures.
- (5) Use Your best efforts to work with the IQ Express™ Electronic Edition using proper techniques and training sessions.

B. We shall:

- (1) Provide You with all the standard material necessary to conduct the Program. These materials will include four (4) DVD's. As one DVD is completed, You agree to return it to Us in exchange for the next DVD in the series.
- (2) Provide You with two (2) hours of telephone customer support, free of charge, between the hours of nine am (9:00 am) and five pm (5:00 pm) Mountain Standard or Mountain Daylight time. More time may be purchased at seventy-five dollars (\$75.00) per hour.

5. PROPRIETARY RIGHTS AND NON-DISCLOSURE.

You agree that the Program and the authorship, systems, ideas, methods of operation, documentation and other information contained in the Program, are proprietary intellectual properties and/or the valuable trade secrets of the Licensor and are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of the United States, other countries and international treaties. The Licensor retains all right, title and interest in and to the Program, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Your possession, installation or use of the Program does not transfer to You any title to the intellectual property in the Program, and You will not acquire any rights to the Program except as expressly set forth in this Agreement. Except as stated herein, this Agreement does not grant You any intellectual property rights in the Program. You agree not to modify or alter the Program in any way. You may not remove or alter any copyright notices or other proprietary notices on any copies of the Program.

6. TERM AND TERMINATION.

- A. The Agreement and the use of the IQ Express™ Electronic Edition is effective as of the date of purchase and shall continue for a period of eight (8) months.

- B. In the event that either Party breaches this Agreement, the other Party shall, in addition to any other remedy it may have, have the right to terminate this Agreement, upon ten (10) days written notice.

7. AGREEMENT NOT TO COMPETE.

- A. During the term of this agreement, neither You nor Your family, employees, partners, officers, or directors shall directly or indirectly enter into or in any manner take part in any business profession, proprietorship or any other endeavor which sells, markets or distributes any Physio-Neuro therapy training using integrated, multi-sensory activities designed to improve processes such as concentration, conceptualization, cross patterning, sequencing or related memory techniques which are the same as or similar to the IQ Express™ Electronic Edition.
- B. Upon termination or expiration of this Agreement for any reason, for a period of three years thereafter, neither You, nor Your family, employees, partners, officers or directors shall directly or indirectly participate as an owner, director, partner, consultant, agent, employee, advisor, officer or serve in any other capacity in any other business or entity engaged in the use of Physio-Neuro therapy programs and products which are the same as or similar to Our IQ Express™ Electronic Edition. You further agree not to use, at any time, Our trade secret or other Confidential Information.
- C. The covenants contained in this Agreement shall survive the termination or expiration of this Agreement and shall apply regardless of whether this Agreement was terminated by lapse of time, by default, or for any other reason.

8. LIMITATIONS.

- A. WE MAKE NO WARRANTIES RELATING TO THE PRODUCTS EXPRESS, OR IMPLIED, AND EXPRESSLY EXCLUDE ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PRODUCTS & PROGRAMS OTHER THAN AS PROVIDED IN THIS PARAGRAPH.
- B. In no event shall Our aggregate liability from or relating to this agreement or the Program (regardless of the form of action, whether contract, warranty, tort, malpractice, fraud and/or otherwise) exceed the amount actually paid by You to Us. In no event shall We be liable to You or any third party for any consequential special, indirect, incidental or punitive damages.

9. INDEMNIFICATION.

You agree to indemnify and hold Us harmless from any claim, damage or cause of action (inclusive of negligence, misrepresentation, error or omission) or other breaches of this Agreement by You.

10. SUBCONTRACTING AND ASSIGNMENT.

This Agreement shall be binding and inure to the benefit of the Parties hereto. Your rights are personal in nature and You shall not assign any of Your rights nor delegate any of Your obligations under this Agreement to any third Party without Our express written consent.

11. YOUR REPRESENTATIONS.

You have done Your own investigation, due diligence and evaluations regarding the IQ Express™ Electronic Edition and have made Your own independent determination of its value. No promises or representations have been made by Us or any of Our representatives or agents other than herein set forth. No modifications of the term hereof shall be valid unless made in writing and executed by both You and Us.

12. MISCELLANEOUS.

- A. Independent Contractors. The Parties are independent contractors and nothing contained in this Agreement shall be constructed to create relationship of partners, joint ventures, employer-employee or franchise-franchisee. You acknowledge that You do not have, and shall not make any representations to any third party, either directly or indirectly, that You have any authority to act in the name of or on behalf of Us or to obligate Us in any way whatsoever except as expressly provided herein. You agree not to represent that You are an agent or representative of Ours and You further agree not to use the word “agent,” or any other designation, which might imply that We are responsible for Your acts.
- B. Governing Law and Jurisdiction. The rights of the Parties and provisions of this Agreement shall be interpreted and governed in accordance with the laws of the State of Utah and agrees that proper jurisdiction and venue shall be in the state and general courts of Salt Lake County, Utah.
- C. Waiver. The failure of either Party to enforce, at any time or for any period of time, any provision of this Agreement shall not be a waiver of such provision or of the right of such Party thereafter to enforce such provision.
- D. Amendment. This agreement may be amended only by written instrument signed by representatives of both Parties.

- E. Headings. The paragraph headings appearing in the agreement are inserted only as a matter of convenience and reference and in no way define, limit, construct or describe the scope or extent of such paragraph or in any way affect such a paragraph.

- F. Entire Agreement. This Agreement and Exhibits contain the entire agreement and the only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection herein not incorporated herein shall not be binding upon either Party.

- G. Cumulative Rights. The rights are cumulative and no exercise or enforcement by either Party of any right or remedy hereunder shall preclude the exercise or enforcement by the other of any other right or remedy hereunder which either Party is entitled by law or equity to enforce. Nothing herein contained shall be interpreted as to bar or waive the right to obtain any remedy available at law or in equity.

YOU REPRESENT, COVENANT, AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE SUCCESS OF THE PROGRAM UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, the We and You have respectively signed and sealed this Agreement as of the day and year first above written.

COMPANY

Learning Technics, Inc.

PURCHASER

Your Name _____ Signature _____ Date _____