



©

THE CUSTOMER JOURNEY GAME - COPYRIGHT & LICENSE AGREEMENT

This Agreement is entered into by and between:

PARTIES

OWNER INFORMATION

Company	CX Company (Pty) Ltd
ID / Company registration	2000/12777/07
CompanyE Principal	Lynn R Baker
Address:	South Africa
Email	lynn@cx-company.com
Phone	+27 82 457 5752

LICENSEE INFORMATION:

	Principal Contact Person:
Company: _____	_____
Company registration: _____	Title / Role: _____
Address	Phone: _____
	Email Address: _____

1. INTRODUCTION

- 1.1. The Owner has developed a board game called "The Customer Journey Game" (the "Game") which can be used as an interactive employee engagement and training tool.
- 1.2. The Owner owns the Intellectual Property Rights and all other rights in and to the Game and has the exclusive right to authorise others to make use of the Game.
- 1.3. The Licensee wishes to use the Game and will do so in accordance with the terms and conditions of this Agreement.

2. Ownership and Intellectual Property:

- 2.1. The Owner is the proprietor, by law or assignment, of **The Customer Journey Game / The Customer Service Game / The CX Leadership Game** and all variations of the game, including but not limited to **The Customer Journey Game / The Customer Service Game / The CX Leadership Game for Restaurants, Hospitality, Finance, Banking, FMCG, Retail, Fast foods, Telecoms and all industry specific and games, specific games** related Intellectual Property Rights associated with the Game and the Owner's / Licensor Business.
- 2.2. The Licensee agrees that all right, title and interest in and to the Game and related Intellectual Property vests with (is the property of) the Owner and that it has no claim of any nature in and to the Game, related manuals or materials and related Intellectual Property Rights other than those it enjoys in terms of this Agreement.
- 2.3. The Parties agree that the Owner shall own all additions, developments, improvements or modifications made to the Game and/or related manuals or materials by either Party. To the extent required by law, the Licensee / Facilitator hereby assigns, transfers and makes over to the Owner all ownership of Intellectual Property Rights contained in or associated with the Game and/or related manuals and materials.
- 2.4. The Licensee may not during or after termination or cancellation of this Agreement dispute the ownership, validity or enforceability of these rights, title or interest or do anything that contests, or in any way could impair any part of that right, title and interest to the Game, related manuals and materials or Intellectual Property Rights and will not directly or indirectly assist or condone any other person doing so.

3.0 Grant and Scope of Use: The Owner grants the Licensee the right to use the Game for in-company training by the purchaser. This right is exclusive to the Licensee and cannot be shared without the Owner's approval.

4.0 Licensee Responsibilities: The Licensee agrees to follow usage guidelines and protect the reputation of the Game. They will also safeguard against unauthorized use and inform the Owner of any potential infringements.

5.0 Restrictions on the Licensee: The Licensee agrees not to modify, distribute, sell, or reproduce the Game in any form, without explicit permission from the Owner. Restrictions pertain to all and any versions of the game, whether physical or online. Licensee will not interfere with the Owner's relationships or infringe on the Owner's rights.

6.0 Commencement and Duration: The Agreement starts from the Effective Date and lasts for one year (365 days) unless terminated earlier. Renewal is possible with mutual consent.
Effective date _____

- 7.0 Fees and Payment:** Payment for The Customer Journey Game – 6 Box Bundle is due on confirmation of order and excludes branding, shipping and delivery costs unless otherwise agreed in writing by the Owner.
- 8.0 Confidentiality, Non-Solicitation, and Non-Competition:** The Licensee must keep Confidential Information private and protect the Owner's interests even after the Agreement ends.
- 9.0 Warranties and Indemnities:** The Owner warrants its ownership and non-infringement of third-party rights. The Licensee uses the Game at their own risk and indemnifies the Owner against any liabilities arising from their use.
- 10.0 Termination:** The License Agreement terminates 1 year (365 days) from the effective date, at which time, the Licensee has the option to renew the annual license at the stipulated fee or agree to stop using the Game for in-company training.
- 11.0 License Renewal Fee:** The Licensee has the option to renew the License on an annual basis at a fee of **ZAR10,000** (Ten thousand ZAR) per year, per 6 box bundle, due one year from the effective date. The Licensee will receive communication from the Owner one year from the effective date, requesting the option to renew or not renew the License. On payment of the license renewal amount, the Licensee has the right to continue to use the game for 1 year. Should the Licensee choose not to renew the license, they are required to cease using the game 1 year from the effective date of the agreement.
- 12.0 Notices:** Parties will communicate via email, with their addresses as provided on the front page of this Agreement.
- 13.0 Force Majeure:** Parties are not liable for failure to perform due to uncontrollable events.
- 14.0 Dispute Resolution:** Parties will negotiate and mediate disputes; if unresolved, disputes go to arbitration. Parties consent to jurisdiction in a specific court in the city and country where the agreement is signed.
- 15.0 General:** Applicable law, whole agreement, severability, independence, good faith dealing, variation, and other general matters are covered.

PURCHASER / LICENSEE - Signature: The signatories confirm their authority to sign.

COMPANY _____ COMPANY REG # _____ DATE _____

REPRESENTATIVE _____ POSITION _____ SIGNATURE _____

OWNER

OWNER _____ COMPANY REG # _____ DATE _____

REPRESENTATIVE _____ POSITION _____ SIGNATURE _____

