



Franklin Covey Client Sales, Inc.  
2200 West Parkway Boulevard  
Salt Lake City, Utah 84119

## FRANKLIN COVEY ALL ACCESS PASS® LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into between Franklin Covey Client Sales, Inc. ("FranklinCovey"), and the following organization (hereinafter referred to as "Client") and allows certain Client employees ("Passholders") access to the FranklinCovey Solutions (described below).

Client Organization: City of Santa Ana - CA  
Contact Person: Sofia Style  
Address: 20 Civic Center Plz  
Santa Ana, California 92701-4058  
Telephone: 714-647-5400  
Email: sstyle@santa-ana.org

### License Information

Pass Type	License Start Date	License End Date	Number of Passholders / Quantity	Price per Person	Extended Price	Discounted Price per Person <sup>(1)</sup>	Final Net Price
All Access Pass	8/23/2024	7/24/2025	100	\$281.00	\$28,100.00	\$248.20	\$24,820.00
All Access Pass	7/25/2025	7/24/2026	100	\$281.00	\$28,100.00	\$248.20	\$24,820.00
All Access Pass	7/25/2026	7/24/2027	100	\$281.00	\$28,100.00	\$248.20	\$24,820.00

<sup>(1)</sup> One-time Discount

### FranklinCovey Solutions

Building Business Acumen™  
Change: How to Turn Uncertainty Into Opportunity  
FranklinCovey Exercises  
FranklinCovey Modules  
FranklinCovey Microlearning  
Fundamental Beliefs of Trust & Inspire Leaders  
Inclusive Leadership: Practical Ways to Cultivate Inclusion and Build a Better Team™  
Inclusive Hiring and Advancement  
Leading at the Speed of Trust®  
Leading Customer Loyalty®  
Meeting Advantage™  
Multipliers®: How the Best Leaders Ignite Everyone's Intelligence  
Navigating Difficult Conversations™

Presentation Advantage®  
Project Management for the *Unofficial* Project Manager™  
The 4 Essential Roles Leadership Series  
The 4 Essential Roles of Leadership™  
The 5 Choices to Extraordinary Productivity®  
The 6 Critical Practices for Leading a Team™  
The 7 Habits for Managers®  
The 7 Habits of Highly Effective People® Foundations  
The 7 Habits of Highly Effective People® Signature Program  
The 7 Habits® Leader Implementation  
Unconscious Bias: Understanding Bias to Unleash Potential™  
Working at the Speed of Trust®  
Writing Advantage®

### Optional Passholder-Only Products/Services

Item	Passholder Price
Pre-Packaged Participant Kit (price per kit)	\$45

Client may contact FranklinCovey via email to request additional licenses or optional products and/or services. For some products and services where additional terms are necessary, an order form will be issued.

If this Agreement is executed by Client after the License Start Date above, FranklinCovey may adjust the License Start and End Date based on the date FranklinCovey activates the License and provided the License Term does not change. Such change shall not affect the License Fee.

## Terms and Conditions

- A. **Grant of Rights.** FranklinCovey grants Client a limited, non-exclusive, non-transferable, revocable license for the Passholders, for whom fees have been paid, to (a) print or download from FranklinCovey's web-based platforms, the participant and facilitator Materials as they exist (collectively "Materials"); and (b) create "Compilations," which means a Passholder's right to take portions of the downloadable Materials and use them in accordance with the terms of this Agreement and specifically in accordance with the Guidelines attached hereto as Exhibit A.
- B. **Limitations to Grant of Rights.** Client agrees not to make, or allow its employees to make, Derivative Works (defined by U.S. Copyright Law, 17 U.S.C. §101, as amended). Client will effectively communicate to its Passholders that the Materials are copyright-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall file share, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) any of the Materials except as provided for herein. Client acknowledges and agrees that it will take commercially practicable means as technologically feasible, to prevent the Materials from being used or accessed without proper authorization. Materials designated as "Facilitator Materials" are intended for use by Passholders certified to deliver the FranklinCovey Solutions. Non-Passholders are not eligible for Passholder pricing. Training must be delivered and participant Materials consumed during the License Term.
- C. **Term.** This Agreement shall commence on the License Start Date and continue as indicated in the table above (all terms in the table are collectively referred to as the "Initial Term") and is non-cancelable except for a material breach as described in "Termination and Events of Termination" below.
- D. **Termination and Events of Termination.** Either party may terminate this Agreement with 30 days written notice of a material breach of this Agreement only, if uncured within such 30 day period. Upon termination of each Passholder license, such Passholders shall immediately (a) discontinue all use of the FranklinCovey Solutions; (b) discontinue all use of Compilations; and (c) remove all FranklinCovey content from Compilations which were blended with Client content. Notwithstanding the foregoing, Passholders who received the Participant materials prior to termination may continue to use them for their personal use to apply the concepts learned from a FranklinCovey Solution.
- E. **Fees and Payment Terms.** Client agrees to pay FranklinCovey the non-refundable non-prorateable fees described above at the beginning of each license term and within 45 days of the receipt of an invoice. Additional Products and/or Services ordered under this Agreement shall be payable when delivered. Pricing does not include applicable sales and use taxes, shipping & handling fees, or travel expenses, which are the responsibility of the Client. Interest shall accrue on all delinquent accounts at the rate of 1.5% per month. Pricing for License Fees is fixed during the Initial Term and is subject to an increase annually thereafter. Pricing for Services and Products is subject to an increase upon sixty (60) days' notice.
- F. **Returning Participant Materials.** Participant materials shipped from and delivered to locations in the U.S. and Canada are eligible for refund if returned unused to FranklinCovey within thirty (30) days of purchase. Customized products and electronic participant materials are not accepted for return or exchange. Participant materials shipped from and delivered to locations outside the U.S. and Canada are not eligible for a refund.
- G. **Administrative Services.** Administrative Services include uploading participants to the portal, providing standard usage reports, turning content on and off, sending login details to passholders, setting up teams within the pass, exporting user lists, and providing spreadsheets.
- H. **Single Sign On (SSO).** In the event Client utilizes SSO integration, FranklinCovey shall provide Passholders with SSO access to the platform utilizing SAML 2.0 technology. Activation is contingent on successful compatibility and testing. User authentication is controlled by Client's SSO system and responsibility for password complexity and length are the sole responsibility of Client's SSO system following activation.
- I. **Third Party Restrictions.** The facilitator videos, Microlearning (formerly known as Jhana), exercises, and modules may not be modified or edited in any way. Certain facilitator program videos may not be embedded into the facilitator PowerPoint. Digital access is not available with certain ancillary participant materials. These program videos and materials, including, but not limited to Creative Juicers, FranklinCovey Style Guide, Managing Essentials, Leadership Essentials, and Leadership Foundations Handbook, may be purchased separately, upon request.
- J. **Copyright.** Client acknowledges that FranklinCovey or its licensors exclusively own all proprietary rights and copyrights to the FranklinCovey Solutions, Materials, and training sessions, including, but not limited to, any related documentation, images, animation, sound, music, and text, and Client shall communicate the same to Participants. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the FranklinCovey Solutions, Materials, or training sessions is expressly prohibited and will constitute a breach of this Agreement and/or copyright laws.
- K. **Insurance.** FranklinCovey will procure and maintain, at its sole expense, the minimum insurance requirements set forth in Exhibit B to this License Agreement.

- L. **Limitation of Liability.** FranklinCovey does not make any warranty, guarantee, or representation, either express or implied (1) regarding the merchantability or fitness for a particular purpose of the FranklinCovey Solutions, or (2) that certain results may be obtained in connection with the use of the FranklinCovey Solutions. FranklinCovey does not assume any responsibility for any damage or loss caused by the misuse of the FranklinCovey Solutions, the misuse of software, hardware or systems of any third-party or Client. FranklinCovey shall not be liable for any consequential or incidental arising from this Agreement or the FranklinCovey Solutions provided hereunder. FranklinCovey's aggregate liability to Client in relation to any claims arising under this Agreement shall not exceed three times the total amount due to FranklinCovey under this Agreement.
- M. **Force Majeure.** Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.
- N. **Data Privacy.** During the course of this Agreement, FranklinCovey will process Personal Data (defined herein) on behalf of Client. FranklinCovey agrees to comply with all laws and regulations as prescribed by the European Union GDPR, California Consumer Privacy Act (CCPA), and the Freedom of Information and Protection of Privacy Act (FIPPA). If Client requires the parties enter into a Data Processing Addendum, FranklinCovey will send such addendum for Client to fill in and sign. As used in this Agreement "Personal Data" means all data that is defined as 'personal data' under EU Data Protection Laws and to which EU Data Protection Laws apply, and to which CCPA and FIPPA laws apply, and which is provided by Client to FranklinCovey, and accessed, stored or otherwise processed by FranklinCovey.
- O. **Confidentiality Between FranklinCovey and Client.** Each party may disclose information to the other Party, or otherwise learn such information, that is designated as confidential or that reasonably should be understood to be confidential ("Confidential Information"). Each Party agrees to only use the other Party's Confidential Information for its intended purpose and agrees to maintain the confidentiality of Confidential Information during the term of this Agreement and for a period of one (1) year following termination of this Agreement. Each Party shall provide prompt notification to the other Party of any unauthorized access to or disclosure of the other Party's Confidential Information. The term "Confidential Information" shall not include any information that is or becomes publicly and widely known through no wrongful act of the Parties, nor shall it include information that was independently developed by a Party without use of the other Party's Confidential Information.
- P. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or amended in writing signed by a duly authorized representative of each party.
- Q. **Affirmative Action/Equal Opportunity Employer.** FranklinCovey complies with the EEO clause of EO 11246, as amended and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST**

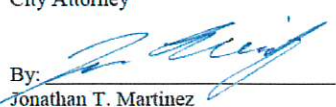
**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

\_\_\_\_\_  
Alvaro Nunez  
Acting City Manager


**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONSULTANT**

By:   
Jonathan T. Martinez  
Assistant City Attorney

\_\_\_\_\_  
By:  
Title:

**RECOMMENDED FOR APPROVAL:**

  
Lori Schneider  
Executive Director  
Human Resources

Franklin Covey Client Sales, Inc.

Signature:

By: Kimberly Neville

Title: Legal Director

City of Santa Ana - CA

Signature:

By:

Title:

Effective Date:

## Exhibit A GUIDELINES FOR ALL ACCESS PASSHOLDERS FOR CREATING COMPILATIONS

As a FranklinCovey Passholder, you are allowed to combine segments from the FranklinCovey content included in your pass, even with your own content, for use for the population included in your All Access Pass agreement subject to the guidelines provided herein.

Consider this example: Your organization requires help with communication and trust. Using the listening skills from Habit 5 of *The 7 Habits of Highly Effective People*® Signature program and the 13 Trust Behaviors from *Speed of Trust*® Foundations, combine them to create a single training designed to improve these specific skills and behaviors.

Or, perhaps you have your own internal content on effective communication skills that reinforces your company's values, and you would like to combine it with related FranklinCovey content. As long as the FranklinCovey content is properly attributed, you can do this, as well, adding your own examples or application exercises to the FranklinCovey solution.

If you would like help designing custom solutions, your organization is eligible for discounted FranklinCovey Passholder pricing for our customization services.

The following guidelines are provided to ensure that FranklinCovey's intellectual property, as well as the intellectual property of our partners and other third parties, is respected as you work with our content.

What you *can* do:

- You are allowed to use FranklinCovey ideas, models, or concepts in combination with other FranklinCovey content included in your pass, or your own content for the Passholder population only identified in your All Access Pass, as long as they are properly attributed. The following statement is an example of proper attribution:

©FranklinCovey Co. All rights reserved. Used herein with permission under an existing license agreement.

- You are required to include specific trademark notations (® or ™) found in our content. For example,  
The 7 Habits of Highly Effective People®

What you *can't* do:

- You are not allowed to use FranklinCovey ideas, models, or concepts outside of the Passholder population covered by your FranklinCovey All Access Pass agreement.
- You are not permitted to use FranklinCovey ideas, models or concepts without proper copyright attribution.
- You are not allowed to edit or disassemble quotes, videos, or extract music, images, or other media elements for use in a way that is separate from our content. We realize they may add professional appeal, but they are licensed materials limited for use, as is, within the FranklinCovey Solutions.
- You can't change the names, titles, or terminology of our content, or otherwise create "derivative works" as defined by U.S. copyright laws. For example, you aren't allowed to change, adapt, or modify the name of one of the 7 Habits® or change, adapt, or modify the shape of a model or diagram. You must use our content as it exists.
- You cannot sell, relicense, repackaging, or otherwise give FranklinCovey content to others.
- You cannot do anything that compromises FranklinCovey's ownership of its intellectual property or its rights.
- You cannot use FranklinCovey intellectual property in a way that disparages its brand or tarnishes its image. FranklinCovey is proud of its content and wants it to be presented in the best possible way.

As long as you have a current FranklinCovey All Access Pass agreement, you can continue to use our content as outlined above. If, for some reason, you choose not to renew your All Access Pass license, you must discontinue use of all FranklinCovey intellectual property including content, ideas, models, videos, music, and images. For additional details, please refer to the license agreement between FranklinCovey and your organization.

## Exhibit B - Insurance Requirements

Prior to undertaking performance of work under this Agreement, FranklinCovey shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder and the results of that work by FranklinCovey, their agents, representatives, employees or subcontractors.

### a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Professional Liability (Errors and Omissions):** insurance appropriate to FranklinCovey’s profession with a limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
4. **Broader Coverage:** if FranklinCovey maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by FranklinCovey. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of FranklinCovey including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to FranklinCovey’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, FranklinCovey’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-

insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of FranklinCovey's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** FranklinCovey hereby grants to City a waiver of any right to subrogation that any insurer of FranklinCovey may acquire against the City by virtue of the payment of any loss under such insurance. FranklinCovey agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the FranklinCovey to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
  - iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, FranklinCovey must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of work.
8. **Verification of Coverage:** FranklinCovey shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive FranklinCovey's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors:** FranklinCovey shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and FranklinCovey shall ensure that City is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.