

Digital Licensing Agreement for Taylor Pearson Consulting Excellence White Paper and Downloadable Content

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1. [Intellectual Property Ownership Notice](#)
2. [License Options](#)
3. [Licensing Terms](#)
4. [Registration and Administration](#)
5. [Payment and Refund Policy](#)
6. [License Term and Termination](#)
7. [Governing Law](#)
8. [Dispute Resolution](#)
9. [Miscellaneous](#)
10. [Licensor Contact Information](#)

1 INTELLECTUAL PROPERTY OWNERSHIP NOTICE

All white papers and other downloadable content related to *Capital Excellence*, *Team Excellence*, and *Technical Excellence* belong to Taylor Pearson Consulting LLC (the “Licensor”). The Licensor retains full intellectual property rights. This Agreement only grants limited usage rights and does not transfer ownership.

2 LICENSE OPTIONS

The Licensor provides license options for individuals (“Licensees”) who wish to view white papers and download designated content through the channels described in this agreement. All licenses are **non-exclusive, cannot be transferred, and may be revoked**. The content may be used for internal business purposes only, **not for commercial use**.

Types

2.1 View Only

This license allows **one** individual to view the white paper online and temporarily save an offline copy.

2.2 View Paper & Download Designated Content

This license allows the Licensee to view the white paper online, download and print designated content, and temporarily save an offline copy.

Individual Licenses

2.3 Individual Licenses

This license is for **one** individual for personal or internal business use.

3 LICENSING TERMS

3.1 License Manager

The Licensee who buys the license becomes the License Manager.

3.1.1 The License Manager Chooses the White Paper(s) of Interest

The License Manager chooses the White Paper(s) of interest from the available papers.

3.1.2 The License Manager Selects the License Type(s)

The License Manager selects the appropriate license type(s) of those outlined in Section 2.

3.1.3 The License Manager Pays for the License(s)

The License Manager pays for the chosen license(s).

3.1.4 The License Manager Provides Their Registration Details

When prompted, the License Manager provides their registration details.

3.2 Age Requirement

The white paper content is intended for Licensees who are at least 18 years old.

Individuals under the age of 18 are not permitted to license this material or serve as a License Manager.

3.3 Viewing White Paper

The white paper is only available to be viewed electronically from the Licensor.

3.3.1 Website for Viewing Content

The digital content can be viewed online exclusively at

www.view.taylorpearsonconsulting.com

3.3.2 Viewing the Paper

Licensed and registered users may view the paper online.

3.3.2.1 Who Can View the Paper on the Website

The Licensee can view the paper on the website as long as the content is available and their registration is active.

3.3.2.2 Active Viewing Period

The white paper will be available indefinitely, but Licensor commits to the paper being available for at least 60 days after license purchase.

3.3.2.3 Three Device Limit

Registered Licensees will only be able to view the paper on up to three

devices.

3.3.2.4 One Log-in at a Time

Registered Licensees can only be logged in from one IP address at a time.

3.3.3 Slightly Revised Content

The Licensor may occasionally update the white paper with minor changes.

3.3.3.1 Viewing Revised Content

In these cases of slightly revised content, the Licensee may view the revised copy of the paper as described in Sections 3.3.

3.3.3.2 Licensor's Discretion

The Licensor decides whether a change is minor or if it requires a new license.

3.3.3.3 No Obligation to Inform

The Licensor will not be obligated to inform the Licensee of minor updates.

3.3.4 Temporarily Saving the White Paper

The Licensee can save a copy of the white paper for offline viewing for a limited time.

3.3.5 No Copy, Screenshot, Download, Print, Share, Distribute, or Reproduce Rights

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3.3.6 End of Viewing Period

The view period will end when any of the following happens: the content is removed, the Licensee's registration is cancelled, or the Agreement is terminated.

3.3.7 Website Availability

Website availability may be interrupted for maintenance or technical issues.

3.4 Annotating the White Paper

Licensees may have the ability to annotate their individual copy of the white paper via text, highlights, and graphics.

3.4.1 Individual Licensees Will Be Able to Annotate their Copy

Licensees with an Individual license type will have the ability to annotate their copy of the white paper via text, highlights, and graphics.

3.4.2 Conditions for Adding Annotations

The following conditions apply when a Licensee adds annotations.

- 3.4.2.1 The Licensee must have the necessary licenses, rights, consents, releases, and permissions to share these annotations
- 3.4.2.2 The Licensee must have consent and/or permission of each identifiable individual person in the annotations to use their name.
- 3.4.2.3 The Licensee's annotations do not violate the privacy or publicity rights of any party or person. As such, any annotations the Licensee adds may be treated in accordance with the Taylor Pearson Consulting Privacy Policy.
- 3.4.2.4 The Licensee's annotations do not violate the Prohibited Uses of Section 3.8.3.

3.5 Downloadable Content

The Licensor may designate some content to be downloadable.

- 3.5.1 The intellectual property rights of the downloadable content in the original form remain with the Licensor.
- 3.5.2 If the Licensee has been granted the ability to annotate the content, they may print an annotated form of the content.
- 3.5.3 Some downloadable content will be retrievable on the www.docs.taylorpearsonconsulting.com webpage. The Licensee may need to grant permission to be redirected to this site.
- 3.5.4 Desktop versions of Adobe Acrobat Reader DC, Adobe Acrobat Pro, and PDF-Xchange Editor are the only supported PDF viewers for opening the downloaded content which are protected PDF format documents.
- 3.5.5 Downloaded content will have watermarks to signify the license grant.

3.6 Permitted Use

White paper and downloaded content should be used in keeping with United States Copyright Law.

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White paper or downloaded content should not be posted to external websites or social media or be presented external to the business, organization, or institution of the Licensee.

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The white paper and downloaded content and annotations may not be used for any of the following:

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- Facilitate academic cheating or plagiarism.
- Mislead or deceive others.
- Distribute malware or malicious content.
- Engage in commercial resale or redistribution.

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3.11 Limitation of Liability

In no event shall the Licensor be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the white paper and downloaded content.

4 REGISTRATION AND ADMINISTRATION

Every person who wants to view the white paper or downloadable content must be registered.

4.1 Registration for Viewing Content

The registration on the www.view.taylorpearsonconsulting.com webpage is for the purpose of viewing white paper content online.

4.1.1 Individual License Type Registration

For an Individual license type as described in Section 2.3, this registration will be created by the Licensor after payment of the License fee.

4.1.1.1 Activation E-mail

The Licensee will receive an activation e-mail with a one-time password.

4.1.1.2 Prompt to Create Robust Password

On first log-in, the Licensee will be prompted to create their own robust password.

4.1.1.3 Do Not Share Username and Password

Licensees should not share their username(s) and password(s) with others.

4.2 Continuous Registration

Continuous registration is required to allow users in the license register to view content and their own annotations or download content if licensed.

5 PAYMENT AND REFUND POLICY

For viewing fee-required content, the following payment and refund policy applies.

5.1 Payment Terms

The Licensee agrees to pay the fees specified at the time of purchase. The ability to view the content is granted upon receipt of full payment through the Licensee receiving an activation e-mail.

5.1.1 Taxes and Local Fees

The Licensee will be responsible for all taxes or local fees even if not charged through the website.

5.2 Refund Policy.

All sales are final.

5.2.1 Refunds will only be issued in the event of technical issues that prevent viewing the content that cannot be resolved by the Licenser.

5.2.2 Refunds will not be issued if a registered Licensee does not view the content during the viewing period.

5.3 No Payment for Free Content

A limited amount of content will be available for free if marked as such. No fee is required for this content.

6 LICENSE TERM AND TERMINATION

The license term will encompass the active viewing period described in Section 3.3.2.2.

6.1 Termination of Agreement due to Breach of Terms

The Licenser may terminate this Agreement at any time if the Licensee breaches any terms. Upon termination, the Licensee or License Manager and their registrants must cease all use of the content.

6.2 Termination due to Inactive Accounts

The Licenser reserves the right to terminate this Agreement if Licensees are not active for an extended period.

6.3 Effective Agreement Period

This Agreement is effective until the account that purchased the license is removed, the content is no longer available, or the agreement is terminated.

6.4 Obligation to Respect Copyright

The obligation to treat the material as intellectual property of Taylor Pearson Consulting LLC and as copyrighted material survives this agreement.

6.5 Permission to Continue Using Downloaded Content

The Licensee may continue to use licensed downloaded content if the agreement was not terminated due to breach of terms.

7 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (USA) applicable to agreements made, without regard to its conflict of law principles.

8 DISPUTE RESOLUTION

The Licensor prefers to resolve any issues informally first.

8.1 Informal Negotiations

Before taking legal action, both sides agree to try to resolve any dispute through informal talks for at least 30 days. This starts when one side sends written notice to the other.

8.2 Binding Arbitration

If informal talks do not work, the dispute will be settled through binding arbitration (not in court). This means the Licensee gives up the right to sue or have a jury trial. Arbitration will follow the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. It can happen in person, by phone, online, or by submitting documents. The arbitrator must follow the law and give a written decision. Arbitration will take place in DuPage County, Illinois, unless the law says otherwise. Either side can go to court only to enforce or challenge the arbitration decision. If a court decides arbitration isn't allowed for a specific issue, that issue will be handled in court in Illinois.

8.3 Limits on Arbitration

Arbitration will only involve the two parties directly. It cannot be part of a class action or brought on behalf of others.

8.4 Exceptions

Some disputes do not have to go through informal talks or arbitration:

- Disputes about intellectual property rights
- Claims involving theft, privacy violations, or unauthorized use
- Requests for court orders (injunctions)

If a court finds any part of this section unenforceable, that part will be handled in court, not arbitration.

9 MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by the Licensor on this Licensing Agreement constitute the entire agreement and understanding between the Licensee and the Licensor. Licensor's failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. The Licensor may assign any or all of our rights and obligations to others at any time. The Licensor shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond their reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between the Licensee and the Licensor as a result of these Legal Terms or License Agreement. The Licensee agrees that these Legal Terms will not be construed against the Licensor by virtue of having drafted them. The Licensee hereby waives any and all defenses they may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms

10 LICENSOR CONTACT INFORMATION

In order to address question, resolve issues, or request a further license, please contact the Licensor at:

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