

EDUCATION AND TRAINING SERVICES TERMS AND CONDITIONS

These Terms and Conditions will govern the education and training services purchased by Attendee under the applicable Program Description. The specific details and description of the purchased program will be set forth in each Program Description attached to these Terms and Conditions.

1. **Education and Training Services.** Learning as Leadership, Inc. (“LaL”) will provide the following any or all of the of the following services to the Attendee: instructor-led classroom, onsite and/or and online training; self-paced training and digital learning services; instructor services; and coaching services (collectively, the “Education and Training Services”).
2. **Course Materials.**
 - a. **LaL’s Intellectual Property.** LaL provides training, programs, workshops, and materials teaching leadership skills to companies, and their employees that are based on intellectual property developed, owned, and licensed by LaL, including systems, methodologies, and modalities and associated trademarks, servicemarks, copyrights, course materials, coaching, and other intellectual property relating thereto (collectively, the “LaL’s IP”);
 - b. **Grant of License Rights in the Course Materials.** For the portion of the course materials that consists of scripts, journals, workbooks, templates, and all other materials developed by LaL in connection with the Education and Training Services, LaL grants Attendee a non-exclusive, non-transferrable, irrevocable (except in case of breach of this Agreement or the applicable Program Description) perpetual license for Attendee’s personal use only (the “Course Materials License”), without the right to sublicense, copy, or distribute to any third party.
 - c. **Attendee Materials.** Any Attendee Materials used in connection with a program or workshop remain Attendee property. Attendee grants LaL a non-exclusive, non-transferrable right to use the Attendee Materials solely for the benefit of Attendee in the performance of Education and Training Services pursuant to the applicable Program Description. Attendee warrants that it has the necessary rights to provide the Attendee Materials to LaL so that LaL can access, use and modify them as necessary for LaL’s performance of the Education and Training Services. “Attendee Materials” means any materials or technology provided to LaL by Attendee in connection with the Education and Training Services.
 - d. **Reservation of other Intellectual Property Rights.** LaL reserves all other intellectual property rights that it has not expressly granted to the Attendee. All rights to LaL’s IP remain LaL’s sole property. LaL will not be limited in developing, using or marketing services or products that are similar to the Education and Training Services and course materials (other than those portions of the course materials where ownership of the copyright has been granted to Attendee as outlined above), subject to LaL’s confidentiality obligations to Attendee.
 - e. **Use of Course Materials.** For onsite training and for classroom and live online training, LaL will deliver the workshop and related training and coaching in either printed or electronic format. Attendees must provide Attendee’s name, email address, company name, and physical ship-to address at least thirty (30) days prior to the scheduled start of the training.
 - f. **Access to electronic materials.** Where applicable, LaL will deliver to Attendee the materials required for the Program electronically. For onsite training, the Attendee will be required to provide the designated LaL onsite coordinator the Attendee’s name, email address, company name, and physical ship-to address at least five days prior to the scheduled start of the training. If there is any substitution of an Attendee,

then a new spreadsheet with that Attendee's information (and an email detailing which student is being replaced) must be sent to the LaL onsite coordinator as soon as possible before the class starts. The replaced Attendees will have their electronic materials licenses cancelled and the new Attendees will receive their own individual license per the terms of this Agreement. The new Attendees will not be able to attend the training before they have installed their electronic materials. Attendee acknowledges that the electronic materials license is assigned to an individual Attendee and cannot be re-assigned to anyone else.

3. Confidentiality.

- a. **Definition.** "Confidential Information" means information or materials provided by one Party ("Discloser") to the other Party ("Recipient"), which a reasonable person knew or should have known to be confidential in the circumstances. All information that is disclosed—whether orally or in writing—during a workshop or any ancillary meeting related thereto (*e.g.*, follow-up meetings between attendees) will be considered Confidential Information whether or not marked or identified as confidential, including specifically, but not limited to, any personally identifiable information, such as names of individuals or their relationship to the Discloser, information relating to events that have occurred involving the Discloser, or any attendee, whether past, present, or future, or any LaL instructors, coaches, or staff.
- b. **Protection.** Recipient will not disclose any Confidential Information of Discloser for any purpose whatsoever not expressly permitted by these Terms and Conditions. Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential information of a similar nature but with no less than reasonable care.
- c. **Permitted Disclosure.** Notwithstanding the foregoing both the Discloser and the Recipient may disclose the Confidential Information without a prior written consent of the other Party: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of the Parties (iv) in confidence, to their professional advisors; (v) in connection with the enforcement of these Terms and Conditions and the rights under an applicable Program Description, or (vi) if compelled by law, in which case the Party compelled to make the disclosure will use its best efforts to give the other Party advance notice of the requirement.
- d. **Reporting Abuse.** LaL employees are required to report information regarding actual or suspected non-accidental injury that is disclosed by attendees.

4. Warranties and Limitation of Liability.

- a. **LaL Warranty.** LaL warrants that the Education and Training Services will be performed in a workmanlike manner in accordance with the standards of the industry. Attendee must notify LaL of any alleged breach of this warranty within 10 days from the completion of the applicable program. LaL's entire liability and Attendee's sole remedy for LaL's breach of this warranty will be for LaL to, at its option, (i) use reasonable efforts to correct that breach, or (ii) terminate Attendee's enrollment in the applicable program and refund the portion of any fees received that correspond to that breach.
- b. **Hold Harmless/Assumption of Risk.** A hallmark of LaL's programs is the open sharing of information by attendees including relating emotions and experiences. Attendees acknowledge that receiving this information has the potential to trigger emotional responses within themselves, that may be unwanted. Attendees agree to hold harmless LaL for any such unwanted emotional experiences and knowingly and willingly accept this potential occurrence.

- c. **Disclaimer of Warranties.** THE EXPRESS WARRANTY SET FORTH IN SECTION 4(a) ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LAL DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SERVICES, OR ANY OTHER MATERIALS FURNISHED OR PROVIDED TO ATTENDEE UNDER AN APPLICABLE PROGRAM DESCRIPTION. LAL WILL NOT BE LIABLE FOR ANY THIRD-PARTY SERVICES OR PRODUCTS IDENTIFIED OR REFERRED TO ATTENDEE BY LAL. NO EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF LAL HAS THE AUTHORITY TO BIND LAL TO ANY REPRESENTATIONS OR WARRANTIES OUTSIDE OF THESE TERMS AND CONDITIONS.
- d. **Limitation of Liability.**
- i. **Limitation on Direct Damages.** LaL's total liability and Attendee's sole and exclusive remedy for a claim of any nature arising out of these Terms and Conditions or an applicable Program Description, regardless of whether the claim is based on contract, tort, strict liability, or otherwise, will be limited to proven direct damages caused by negligence of LaL in an amount not to exceed the fees paid to LaL for the Education and Training Services from which claim the claim arises, for damage of any type not identified above or otherwise excluded hereunder.
 - ii. **Disclaimer of Liability.** To the maximum extent permitted by applicable law, neither Party will be liable for any indirect, incidental, special, punitive or consequential damages, or any loss of profits, business opportunity, revenue, goodwill or data, even if advised of the possibility of those damages.
 - iii. **Limitation of Liability Exclusions.** The limitations of liability in this Section will not apply to (i) Attendee's violation of LaL's or its licensors' Intellectual Property Rights or Attendee's use of the course materials or electronic materials in a manner not expressly authorized by these Terms and Conditions and an applicable Program Description; (ii) either Party's breach of confidentiality under these Terms and Conditions; (iii) Attendee's payment obligations; or (iv) any liability which may not be excluded by applicable law.
 - iv. **Further Limitations.** Attendees may not bring a claim under these Terms and Conditions more than eighteen (18) months after the cause of action arises.

5. Fees and Payment.

- a. **Payment.** LaL will provide the applicable Education and Training Services for the fees described in the Program Description, plus applicable taxes. Invoicing occurs as provided in the Program Description. All fees paid by Attendee are non-refundable except as alternately provided in the Program Description or this Agreement.
- b. **Late Payments.** All amounts not paid when due will incur a late charge equal to the lesser of one and one-half percent (1.5%) per month, or, the maximum amount allowed by applicable law. LaL may suspend performance of the Education and Training Services while any payment is delinquent.
- c. **Currency.** All charges and fees provided for in the applicable Program Description will be in the currency specified in the applicable Program Description.
- d. **Canceling/Rescheduling Program before Commencement** shall be governed by the canceling and rescheduling policies **as stated in the application form.**

6. Term and Termination.

- a. **Term.** These Terms and Conditions takes effect upon execution of the application form and will continue until terminated.
- b. **Termination for Convenience.** All refunds and/or credits shall be governed by the payment policies applicable to the specific program for which a credit or refund is sought. All terms and conditions shall continue in full force and effect after termination or cessation of participation in any program.
- c. **Other Termination.** Attendee may withdraw from participation, or LaL may terminate participation by an Attendee, if one of the following events occurs:
 - i. **Termination for Breach.** If an Attendee breaches any of the policies contained herein.
 - ii. **Non-payment.** Attendee's failure to pay an invoice when due will be sufficient cause for LaL's. Further, LaL may, commencing on the date that notice is provided to Attendee, suspend performance of the Education and Training Services for the duration of any period during which Attendee is delinquent in making payment to LaL under any invoice.
 - iii. **Confidentiality Breach.** LaL may terminate participation in a Program immediately upon issuance of a written notice to the Attendee in the event of the Attendee's breach of its confidentiality duties under these Terms and Conditions.
 - iv. **Effect of Termination.** Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including provisions relation to payment of outstanding fees, confidentiality, warranties and limitation of liability. Attendee will be responsible for payment to LaL for all Education and Training Services rendered and expenses incurred prior to the effective termination date. In the event of termination, LaL expressly disclaims liability for any resultant damages, delays, or any claims of Attendee and disclaims any warranties made in these Terms and Conditions or an applicable Program Description for the Education and Training Services which have not been delivered as of the termination date.

7. Miscellaneous.

- a. **Assignment.** Attendee will not assign these Terms and Conditions or Program Description, or any right or obligation herein or delegate any performance without LaL's prior written consent, which consent will not be unreasonably withheld. Any other attempted assignment or transfer by Attendee will be void.
- b. **Governing Law.** These Terms and Conditions and the Program Description(s) are governed by the laws of the State of California (excluding its conflict of law principles), and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Marin County, California, will be the exclusive jurisdiction for disputes arising out of or in connection with these Terms and Conditions and or a Program Description. The UN Convention on Contracts for International Sale of Goods does not apply.
- c. **Compliance with Laws.** Each Party will comply with all laws applicable to the actions contemplated by these Terms and Conditions and an applicable Program Description.
- d. **Waiver.** Failure to enforce a provision of these Terms and Conditions or an applicable Program Description will not constitute a waiver.
- e. **Permission to Use Attendee's Likeness/Logos.** Attendee grants LaL permission to use Attendee's likeness on a royalty-free, perpetual basis in LaL's marketing material. LaL will not use Attendee's name, logo, or project description in press releases or other marketing material without a prior written consent of Attendee, and Attendee agrees that the consent will not be unreasonably withheld. Attendee agrees to allow LaL to use its name and industry in alphabetical Attendee listings of LaL's Attendees generally,

provided that no additional project information or other detail is used without Attendee's written consent.

- f. **Counterparts.** Fax, email, scanned or electronic signatures on these Terms and Conditions and an applicable Program Description will legally bind the Parties to the same extent as originals. These Terms and Conditions and an applicable Program Description may be executed in multiple counterparts all of which taken together will constitute one single agreement between the Parties.
- g. **Notices.** Unless otherwise set forth in an applicable Program Description, any notice regarding these Terms and Conditions and an applicable Program Description or required by law must be in writing. Notices will be deemed received upon the date of delivery shown by the corresponding confirmation.
- h. **Entire Agreement.** These Terms and Conditions and an applicable Program Description contain the entire agreement between the Parties with respect to the subject matter of these Terms and Conditions and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether oral or written, between the Parties. These Terms and Conditions and an applicable Program Description may be amended only in writing signed by authorized representatives of both Parties. LaL rejects any additional or conflicting terms and conditions on any other business form issued by Attendee, unless expressly otherwise agreed to by the Parties in writing.
- i. **Security Clearance.** Attendee acknowledges that if any security resource is required for the Services pursuant to these Terms and Conditions, Attendee will issue the appropriate security specifications to LaL and Attendee agrees to pay the cost therefor.