

License Agreement

Professional Plan

This Professional Plan License Agreement (this "**Agreement**"), effective as of the date of registration by Subscriber (the "**Effective Date**"), is by and between OPEN SOURCE SIX SIGMA, LLC, an Arizona limited liability company with a principal place of business at 3033 N. 44th Street, Suite 130, Phoenix AZ 85018 ("**Licensor**") and the Subscriber ("**Licensee**" or "**User**") whose information was provided during the registration process. Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." **By subscribing to the Learning Management System (or by clicking to accept or agree to the Terms of Use when this option is made available to you), Licensee acknowledges and agrees to be bound by the terms of this Agreement.**

WHEREAS, Licensor operates an online Learning Management System providing access to various educational courses which is referred to in this Agreement as (the "**LMS**" or "**SIXCAMP**" or the "**Data**"); and

WHEREAS, Licensee has selected this Professional Plan (sometimes referred to herein as the "**Professional Licensee**" to allow certain members affiliated with its organization to access the LMS; and

WHEREAS, Licensor desires to authorize access to the LMS to Professional Licensee, and Professional Licensee desires to subscribe to the Licensor's LMS under the Professional Plan, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License.

(a) License Grant. By subscribing to the LMS, and subject to and conditioned on Licensee's payment of applicable fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the LMS solely for Licensee's personal use (the "**Permitted Use**"). As part of the subscription, Licensee will have access to the courses available on the LMS, subject to such terms applicable to each course and may provide access to authorized members of Licensee, each of whom is deemed to be a User or Licensee and subject to all of the terms and conditions of this Agreement. In no event shall the Professional Licensee allow access under its Plan to the quantity of Users purchased by Professional Licensee at <https://opensource-sixsigma.com/products/sixcamp-professional>. The Professional Licensee is responsible for and shall ensure compliance of all terms and conditions of this License Agreement by any User accessing the LMS under its License and each User accessing the LMS by virtue of Professional Licensee's Plan, agrees to and shall comply with all terms and conditions of this Agreement, the Terms of Use, Privacy Policy and all other applicable requirements.

(b) Use Restrictions. Licensee shall only use the LMS for the Permitted Use and shall not disclose, release, distribute, or deliver any Data, course information or the LMS, or any portion thereof, to any third party without Licensor's prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Licensor. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Data; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Data or methods used to compile the Data, in whole or in part; (iv) remove any proprietary notices included within the Data; (v) publish, enhance, or display any compilation or directory based upon information derived from the Data; or (vi) use the Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Data.

(d) Subscription Term.

(i) Monthly/Annual. The Licensee may subscribe to the LMS on a monthly or annual basis, as selected during the registration process. The subscription will be effective upon successful payment and will continue for the duration of the selected term unless terminated earlier pursuant to this Agreement.

(ii) Lifetime. The Licensee may subscribe to the LMS on a "Lifetime" basis, as selected during the registration process. For these purposes, "Lifetime" refers to Licensor providing access to the LMS for as long as Licensor actively offers and maintains the LMS. "Lifetime" does not guarantee that access will be available for any set period, and Licensor reserves the right to cease providing the LMS, subject to the applicable notice and termination provisions in Section 8(a).

(e) Distribution of Access. After subscribing and completing payment, Licensor will provide Professional Licensee with a process for enrolling members of its organization as Users in the LMS. The Professional Licensee is deemed to be the Account Manager for this Professional Plan and is responsible for distributing user access to the LMS, including providing Users with necessary User account access process and ensuring proper onboarding and compliance.

(f) User Compliance. The Professional Licensee shall ensure that all Users accessing the LMS through its Professional License comply with the terms and conditions of this Agreement and all

Licensors' policies, including but not limited to Terms of Use, confidentiality, Privacy Policy and other prohibited conduct.

2. Fees and Payment.

(a) Fees. Licensee agrees to pay the applicable subscription fees ("**Fees**") as set forth on the Licensors' website or through other communications provided at the time of registration for this Professional Plan. Licensee shall pay Licensors the Fees without offset or deduction. Licensee shall make all payments hereunder in US dollars in advance, and Licensee must provide a valid payment method to complete the purchase. Payments may be made via credit card, debit card, or other methods supported by Licensors. Failure to make timely payments may result in suspension or termination of access to the LMS.

(b) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensors' income.

(c) Renewals. For monthly and annual subscriptions, and unless Licensee cancels the subscription before the renewal date, the subscription will automatically renew at the end of the applicable term (monthly or annual) at the then current subscription rate.

(d) Refunds. Subscription fees are non-refundable except as required by applicable law or as provided in Licensors' then applicable *Refund Policy* <https://opensourceixsigma.com/pages/refund-policy>. No refunds will be given for partial subscription periods or unused access to the LMS, except as expressly provided in Licensors' Refund Policy.

3. Data and Account Security. Licensee shall use all reasonable legal, organizational, physical, administrative, and technical measures and security procedures to safeguard and ensure the security of the Data and to protect the Data from unauthorized access, disclosure, duplication, use, modification, or loss. Licensee is responsible for maintaining the confidentiality of their login credentials and for all activities under their account.

4. Intellectual Property Ownership. Licensee acknowledges that, as between Licensee and Licensors, Licensors owns all right, title, and interest, (or holds such rights through its third-party content providers) including all intellectual property rights, in and to the Data, including any course materials, software, content, and branding. Licensee further acknowledges that: (a) the Data is an original compilation protected by United States copyright laws; (b) Licensors has dedicated substantial resources to collect, manage, and compile the Data; and (c) the Data constitutes trade secrets of Licensors. Licensors may terminate this Agreement without advance notice to Licensee or an opportunity for Licensee to cure and without further obligation or liability/Licensee acknowledges and agrees that it will be considered a material breach by Licensee under this Agreement if Licensee contests any of Licensors' right, title, or interest in or to the Data,

including without limitation, in a judicial proceeding anywhere throughout the world.

Any content uploaded or submitted by Licensee to the LMS (such as assignments, feedback, or comments) remains the intellectual property of Licensee. By uploading content, Licensee grants Licensor a perpetual, non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute such content in connection with the LMS.

5. Disclaimer of Warranties. THE LMS AND ITS UNDERLYING DATA IS PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE DATA, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6. Indemnification.

(a) Licensee Indemnification. Licensee shall indemnify, hold harmless, and, at Licensor's option, defend Licensor from and against any Losses resulting from any Third-Party Claim based on Licensee's: (i) negligence or willful misconduct; or (ii) use of the Data in a manner not authorized by this Agreement, provided that Licensee may not settle any Third-Party Claim against Licensor unless such settlement completely and forever releases Licensor from all liability with respect to such Third-Party Claim or unless Licensor consents to such settlement, and further provided that Licensor shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(b) Sole Remedy. THIS SECTION 6 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE DATA INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

7. Limitations of Liability. IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (b) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (c) LOSS OF GOODWILL OR REPUTATION, (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE

TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. Termination.

(a) Licensor Termination. In addition to any other express termination right set forth elsewhere in this Agreement. Licensor may terminate this Agreement, effective on written notice to Licensee, if Licensee: (A) fails to pay any amount when due hereunder; or (B) breaches any of its obligations under this Agreement. For Lifetime subscriptions, if Licensor decides in its sole discretion to terminate the LMS, Licensor shall provide Licensee no less than ninety (90) days' notice prior to termination. If eligible under the terms of Licensor's Refund Policy, a Licensee under a Lifetime subscription may be eligible for a partial refund pursuant to Section 2(d).

(b) Licensee Termination. Licensee may terminate this Agreement at any time by canceling their subscription via their account settings, which will prevent future charges. Early termination of a subscription will not entitle Licensee to a refund regardless of type of subscription.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, Licensee's access to the LMS will be immediately revoked and, without limiting Licensee's obligations under Section 3, Licensee shall cease using the LMS and delete, destroy, or return all copies of the Data Licensee may have downloaded, printed or otherwise saved in any form and certify in writing to the Licensor that the Data has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination or entitle Licensee to any refund.

(d) Survival. Any rights, obligations, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section 8(d) and Section 2, Section 3, Section 4, Section 6, Section 7, and Section 10.

9. Privacy Policy. Licensee acknowledges and agrees to all the terms, conditions and notices set forth in Licensor's *Privacy Policy* <https://opensourcesixsigma.com/pages/privacy-policy>.

10. Miscellaneous.

(a) Support Services. Licensor will provide basic and reasonable support services to the Licensee, which includes technical support, troubleshooting, and assistance with User issues. Licensor will provide, limited, as determined at its sole discretion, Lean Six Sigma technical support.

(b) Updates and Maintenance. Subject to the terms of this Agreement and Licensee's specific subscription, Licensor reserves the right to update, modify, or discontinue the LMS in its sole discretion,

but will provide reasonable notice to the Licensee of any major updates or maintenance that may affect access or functionality.

(c) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(d) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by each Party from time to time in accordance with this Section or the registration process). The Parties shall deliver Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(e) Force Majeure. In no event shall Licensor be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Licensor's control, including, without limitation, the following force majeure events: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; and (vi) national or regional emergency; and (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage or disruption of adequate power; and (ix) other similar events beyond the control of Licensor.

(f) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(h) Governing Law; Submission to Jurisdiction; Arbitration. This Agreement is governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona, in each case located in the city of Phoenix and County of Maricopa, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Except as necessary to purposes of injunctive relief or enforcement of an arbitration award, any dispute arising out of this Agreement shall initially be resolved through mediation in Phoenix, Arizona. If the dispute is not resolved in mediation, the dispute will be resolved by binding arbitration, conducted in Phoenix, Arizona, under the commercial rules of the American Arbitration Association (AAA).

(i) Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensor, which Licensor may grant or deny in its sole and absolute discretion. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(j) Export Regulation. The Data or other products sold on Licensor's website may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Data to, or make the Data accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Data available outside the US.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations

under Section 3 or, in the case of Licensee, Section 1(b) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

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