

## Inspiring Culture Standard Terms and Conditions of Purchase

**1. Parties.** For purposes of these terms and conditions, the “Company” shall mean the Inspiring Cultures entity identified on the Order Confirmation Form or Event Confirmation Form (collectively, and taken together with these terms and conditions, the “Confirmation Form”) executed by the parties, and the “Client” shall mean the client identified on the Confirmation Form executed by the parties.

**2. Placing of Orders.** The Confirmation Form details the Programs and Services (as defined below), if any, being purchased at the time the Confirmation Form is executed by the parties. All purchases are non-cancellable and non-refundable. Company will, as its sole remedy, replace defective product with conforming product provided returns are made within 10 business days of receipt. Fees for postponing or cancelling workshop class are set forth below. Client may place orders for additional Programs and Services during the Term of the Confirmation Form in writing (which may include email). Upon email confirmation of the order from Company, the order will be binding. Nothing herein shall obligate Client to place any such orders, or Company to accept such orders. Any orders for additional Programs and Services must be provided no fewer than thirty (30) days prior to the date of the relevant session or the date on which Materials (defined below) are required to arrive. Company may, in its discretion, accept orders fewer than 30 days in advance, but may charge a rush fee and/or additional shipping charges for expedited shipping. Company will quote rush fees to Client and will proceed with the order only if agreed to by Client in writing (email included) or by telephone.

**3. Programs and Services.** The capitalized terms “Programs” and “Services” mean, respectively, Company’s programs, deliverables, services (including delivery, consulting, and customization work) for which orders are placed by Client and accepted by Company as set forth on the Confirmation Form. Programs may include articles, participant materials, instructor materials and other materials (collectively, “Materials”), whether delivered in print or other tangible media or through electronic means.

**4. Recording.** Audio, digital and/or video recording by Client and/or any Client employee of any Company presentation or workshop is strictly prohibited, unless Company provides its express written consent in advance to such recording, in its sole discretion.

**5. Intellectual Property and License Grant.** Client acknowledges and agrees that as between Client and Company, Company and its licensors VitalSmarts is/are, and remains, the owner(s) of all intellectual property rights in and to the Programs, Services, and Materials, whether or not protected by patents. Client acknowledges that certain materials associated with The Power of Habit™ workshop are property of Charles Duhigg, who licensed these to Company. Company acknowledges and agrees that Client will retain all its rights, title, and interest in and to Client’s products, trademarks, technology, inventions, techniques, data, designs, and other information, whether or not protected by patents. Company grants to Client a nonexclusive, nontransferable, limited license to use the Programs and Materials solely for Client’s internal use by employees of Client during the Term. Persons receiving the Materials pursuant to the foregoing license are referred to herein as “Participants.” Client will pay the applicable Program fees for each Participant (if included in the Confirmation Form). Participants are permitted to retain indefinitely for their personal reference the tangible Program materials. Client agrees to use any articles, program videos, wall charts, and other program materials and instructional aids only internally during the Term of this agreement.

Neither Client nor its employees (nor contractors or consultants) shall have any right to copy, distribute, publicly display, license, sub-license, create derivative works from, or make any other use of any such property and materials.

**6. Virtual Workshop of Content.** If Client has ordered Virtual Workshop of Content, which includes Crucial Conversations® Online and any other online workshop delivery, this section shall apply. Client agrees that it will take all measures necessary to ensure that only Client employees for which Client has paid the applicable participant fee are given access to the Virtual Workshop content. Further, if Client discovers that an individual has accessed the Virtual Workshop content in contravention of the foregoing (including without limitation by recording the sessions by screen capture or other method, unauthorized distribution, or sharing of a computer during workshop sessions), Client will take all measures necessary to end the unauthorized access and will also inform Company of the unauthorized access. In order to prevent any unauthorized use and distribution of Company' content, Client agrees that it (and its affiliates, employees, agents and contractors) shall not record any of the workshop without Company' advance written permission. Client agrees to abide by registration instructions and procedures for Virtual Workshop provided by Company from time to time. Client acknowledges and agrees that a participant in Virtual Workshop may not cancel his/her registration once registration for a Virtual Workshop course has been confirmed. Even if a participant does not attend the course at all, or in its entirety, the registration fee will be earned by Company. Any access to our online workshop platforms shall be subject to any end-user license agreement, terms of use, privacy policy or other similar agreement provided on the online workshop platform site.

- a. Client's Confirmation Form shall specify the start and end date for each user license to access the virtual workshop content on the virtual workshop platform. If Client wishes to extend the term of any such license, Company may allow that upon payment of the current license extension fee in effect at the time.
- b. For "pay as you go" licensing, Client must agree to purchase a minimum number of licenses during the Term of the Confirmation Form. Company will invoice Client as licenses are utilized. If Client has not utilized the minimum number of licenses by the end of the Term, Company will invoice Client for any unused licenses at that time.
- c. If Client pays in advance for a specific number of licenses and exceeds that number of licenses at any time, Company will invoice Client for those additional licenses at its then current rate, or at the rate specified in the Confirmation Form, if applicable.

**7. Shipping and Payment.** All orders are shipped F.O.B. shipping point, freight prepaid and added to Client's invoice. Unless otherwise specified in the Confirmation Form, any and all payments are due thirty (30) days following receipt of invoice. If Client fails to provide written notice of a good faith dispute in advance of the payment due date, Client shall pay finance charges of 1.5% per month on all past due balances until paid, and Company will be entitled, in addition to any other available remedies, to suspend deliveries to Client. Client shall reimburse Company for all reasonable travel and lodging expenses ("Reimbursable Expenses"). Client may request pre-approval of Reimbursable Expenses by notifying Company in writing of such request prior to the Company incurring Reimbursable Expenses, in which case Company will obtain Client's approval before incurring any Reimbursable Expenses. If Client refuses to approve Reimbursable Expenses reasonably required for Company to perform the services hereunder, Company shall be excused from such performance and any fees due in respect of such excused performance shall remain payable by Client. Reimbursable Expenses, and Materials fees may be invoiced separately from

workshop/facilitation fees (invoiced upon delivery). Payments will be accepted via wire, PayPal or credit card. If Client pays via credit card, Client shall pay Company a 3% processing fee in addition to the invoice amount. Client is responsible, without limitation, for all applicable shipping and handling charges, sales and/or withholding taxes. Company will add such charges and taxes to the invoice and Client will be responsible for payment of such taxes, unless Client provides to Company a valid exemption certificate or other document acceptable to the authority imposing the tax. Client is responsible for all duties and other government fees applicable to the purchase and import of Company products.

- a. Speeches. If Client has ordered a speech or other similar event, applicable fees will be invoiced:
  - i. 50% upon signing;
  - ii. remaining 50% following completion of the event.

**8. Cancellation of Workshop or Other Event.** If Client cancels an event, Client is responsible for all non-refundable travel costs incurred, regardless of cancellation date. If Client cancels an event with more than 30 days' notice to Company, there is no cancellation fee and any fees previously paid will be credited to your next event or purchase (except non-refundable travel costs mentioned above). If Client cancels with 30 or fewer days' notice to Company, Client is responsible for 100% of the fee for the event. Notice of cancellation must be in writing and will be deemed given when received by Company. Notice may be given via e-mail to [cancellation@inspiringculture.org](mailto:cancellation@inspiringculture.org). A reschedule or a postponement will be considered the same as a cancellation and subject to the above policy.

**9. Warranty/Disclaimer.** Company warrants that the Programs, Materials and Services: (a) when used in accordance with the terms and conditions of this Confirmation Form, will not infringe or otherwise violate any patents, copyrights, trademarks, trade secrets or other intellectual property rights of any third parties; and (b) will be free from material defects in materials and workmanship when delivered. As Client's sole remedy for defective materials, Company will replace such materials upon their return to Company and will assume ground freight charges for their return for a period of sixty (60) days after receipt by Client. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, THE PROGRAMS AND SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

**10. Indemnification.** Company and its' licensor VitalSmarts will indemnify Client and Client's owners, directors, employees, agents and representatives ("Indemnified Parties"), from any and all third party claims and liabilities (including reasonable attorneys' fees) which may arise from third party patent, trademark or copyright infringement claims arising in connection with such Indemnified Parties' authorized use of the Programs and Services ("Claim"), except to the extent that such infringement is attributable to content provided by Client or an Indemnified Party. Company reserves the right to control the defense of any such litigation, including the employment of counsel and payment of all expenses, provided that Company may not settle any Claim against Client unless it unconditionally releases Client of all liability.

**11. Audit.** If Company has a reasonable basis for believing that Client has violated the terms of Section 5 (Intellectual Property and License Grant) or that Client has otherwise breached

these Terms and Conditions, Company shall have the right, during the Term of the Confirmation Form and for 90 days thereafter, to audit Client's Program use for the purpose of confirming Client's compliance with the foregoing License Grants.

**12. Compliance with Laws.** In performing this Confirmation Form, Client and Company agree to comply with all applicable laws and regulations including, but not limited, to all export control or other trade regulation. Specifically, with regard to export control, Client hereby acknowledges that all goods and services provided under this Confirmation Form are subject to U.S. export control laws and may not be provided directly or indirectly to any country to which export is prohibited by U.S. export control laws (currently Iran, Syria, North Korea or Cuba), or individuals or entities based or resident in these countries. Client acknowledges that if Company has reason to believe that U.S. export control laws may be or have been violated, Company may, in its sole discretion, suspend or terminate this Confirmation Form immediately upon written notice.

**13. Limitation of Liability.** TO THE EXTENT ALLOWED BY LAW, COMPANY'S LIABILITY TO CLIENT IN CONNECTION WITH THIS CONFIRMATION FORM OR ANY PROGRAMS OR SERVICES DELIVERED HEREUNDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CLIENT TO COMPANY FOR PROGRAMS AND SERVICES DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM.

**14. Confidential Information.** Company and Client acknowledge that, subject to the exceptions set forth below, the following shall constitute "Confidential Information": (a) any information relating to this Confirmation Form; and (b) any other information that either party reasonably holds in confidence or has received from a third party under an obligation of confidentiality. The following information will not be considered Confidential Information: (w) information that is already generally available to the public at the time of disclosure by the disclosing party; (x) information that hereafter becomes generally available to the public, through no fault of the receiving party; (y) information that is known by the receiving party prior to the disclosure; and (z) information that becomes known through a third party under no obligation not to disclose it. During the Term and for three years thereafter, each party agrees to maintain the other party's Confidential Information as strictly confidential and not to, directly or indirectly, disclose or reveal it to any third party, or seek to use it for any purpose, except as contemplated in this Confirmation Form or as required by a court or governmental authority of competent jurisdiction, after first notifying the disclosing party of such disclosure requirement.

**15. Term and Termination.** This Confirmation Form shall commence on the Start Date and end on the End Date (each as recorded on the Confirmation Form). This Confirmation Form may be terminated: (a) by written notice from either party in the event the other party materially defaults in the performance of its obligations hereunder, which default has not been substantially cured within 30 days after written notice has been given to the defaulting party specifying the default or (b) by Company immediately, in the event Client has breached the "License Grant" section of this Confirmation Form.

**16. Governing Law.** If the Company is Inspiring Cultures, L.C., then this Confirmation Form and all matters relating to this Confirmation Form will be governed by, and construed in accordance with, the laws of the Canton of Vaud, Switzerland, excluding its conflicts of law rules.

**17. Insurance.** Inspiring Cultures agrees to maintain in full force and effect during the term of this Agreement, the following insurance coverage: (a) Workers' Compensation (b) General Liability Insurance and (c) Automobile Liability Insurance to include non-owned and hired vehicles.

**18. Miscellaneous.** Company is an independent contractor to Client in respect of services provided under this Confirmation Form. Rights and obligations under this Confirmation Form that by their nature should survive will remain in effect after termination or expiration of this Confirmation Form. Each party will be excused from performance hereunder (except for the payment of money due) for any period and to the extent that it is prevented from performing its obligations, in whole or in part, as a result of delays caused by force majeure, war, civil disturbance, terrorism, pandemic or nonperformance by third party providers of goods or services, and such nonperformance shall not be a default hereunder or, except as provided in this Section, a ground for termination. No delay or omission by either party to exercise any right or power under this Confirmation Form will impair such right or power or be construed to be a waiver thereof. This Confirmation Form may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. Each party acknowledges that an original signature or a copy thereof transmitted by PDF, and/or by commercially-recognized electronic signature software program shall constitute an original signature. Company may, without consent of Client, assign, transfer, delegate or pledge this Confirmation Form and/or its rights and obligations hereunder to any third party in connection with any merger, spin-off, or sale of substantially all of the Company's stock or assets. This Confirmation Form contains the entire agreement between the parties with respect to its subject matter and supersedes the terms and conditions of any agreement prior to the date hereof or any preprinted terms of a purchase order submitted at any time. This Confirmation Form may not be modified except by a writing signed by both parties.

**19. Purchase Orders.** These Terms and Conditions shall be the sole agreement between the parties, and any additional terms and conditions appearing on a purchase order are expressly disclaimed and shall not apply.

Version: These terms and conditions are valid for all orders completed on or after May 30, 2020.

The materials on the Site with respect to products and services may be out of date, and Inspiring Culture makes no commitment to update the materials on the Site with respect to such products and services.