

“RESOURCE CENTER”
END USER LICENSE AGREEMENT
General Terms and Conditions

IMPORTANT - PLEASE READ CAREFULLY BEFORE ACCEPTING ELECTRONICALLY

Entering into this Agreement: This End User License Agreement (“EULA” or “Agreement”), effective as of the date You accept by electronically executing, constitutes a valid and binding agreement between Service Leadership, Inc., a Texas corporation, having an office at 5048 Tennyson Parkway, Suite 200, Plano, TX 75024 (“S-L”) and You, the licensed user (“User” or “You or “Your”), for access to and use of S-L’s Resource Center. S-L and User may be referred to herein individually as a “Party” or collectively as the “Parties”.

Electronic Signatures and Agreement(s): This Agreement is a legal agreement between You and S-L regarding Your access to and use of the various information published or presented by S-L and or its personnel, as further defined below in Section 1. By clicking the “I ACCEPT” button or similar buttons or links as may be designated by S-L and displayed herewith, You are expressly acknowledging that You have read this Agreement and understand the rights, obligations, terms and conditions set forth herein and are agreeing to be legally bound by the Agreement and any new versions hereof. As stated above, the date upon which You click “I ACCEPT” or other similar button shall hereby be considered the “Effective Date” of the Agreement and shall thereafter be legally binding between the Parties. If You do not agree to be bound by this Agreement, You must click the “CANCEL” button or similar button or links as may be designated by S-L and displayed herewith, You may not use the Resource Center. Further, You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed by or with S-L. You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

The terms in this Agreement with initial letters capitalized, whether used in the singular or the plural, shall have the meaning set forth below or, if not listed below, the meaning designated in places throughout this Agreement.

1.1 “Agreement” means this General Terms and Conditions and any amendments thereto.

1.2 “Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks in Dallas, Texas are authorized or required by law to close.

1.3 “Confidential Information” means all processes, formulae, data, know-how, improvements, inventions, techniques, presentations, white-papers, notes, slides presentations, marketing plans, strategies, customer lists, or other information that has been created, discovered, or developed by a Party, or has otherwise become known to a Party (other than as a result of disclosure to such Party by the other Party), or to which rights have been assigned to, or otherwise acquired by, a Party, as well as any other information and materials that are deemed confidential or proprietary to or by a Party (including all such information and materials of a Party’s customers and any other third party and their consultants), in each case, that are disclosed by such Party to the other Party (whether directly or indirectly, intentionally or unintentionally), regardless of whether any of the foregoing are marked “confidential” or “proprietary” or communicated to the other Party by the disclosing Party in oral, written, visual, graphic, or electronic form. For the avoidance of doubt, the Documentation provided on the Resource Center, and any other technology of S-L, is deemed to be Confidential Information.

1.4 “Connection Data” means all authentication information, including but not limited to any usernames and passwords, allowing You to access the Resource Center via S-L server(s) via the Internet.

1.5 “Environment” means a Windows only (no Apple IOS) operating environment to which Your operating system, software, material, internet connectivity and/or network are required to meet and adhere to for access to the Resource Center.

1.6 “Force Majeure Event” is defined in Section 12.4.

1.7 “General Terms and Conditions” means this Agreement.

1.8 “Law” means any and all applicable federal, state, provincial, local, municipal, foreign, or other law, statute, constitution, principle of common law, ordinance, code, directive, order, rule, regulation, ruling, or requirement issued, enacted, adopted, promulgated, implemented, or otherwise put into effect by or under the authority of any governmental authority having jurisdiction over or related to the subject items (whether federal, national, multinational, state, provincial, county, city, or other political

subdivision and whether domestic or foreign) and that are in force as of the Effective Date or come into force during the Term of this Agreement.

1.9 “Resource Center” means an S-L server provided via a secure Internet link which contains resident and accessible information published or presented by S-L and/or its personnel including, but not limited to, power point presentations, videos, how-to information, manuals, instructional documentation, information tools, white papers, notes, other presentations, and/or other documentation, in any form or medium, provided by S-L.

1.10 “Server” means all of the data processing hardware and software on which access to the Resource Center is installed and accessible via the Internet, the geographical location of which shall be decided by S-L.

2. ENVIRONMENT.

2.1 You acknowledge that You are familiar with the requirements of the Environment, as provided from time to time by S-L.

2.2 You acknowledge that S-L may change the Environment in its discretion. S-L may provide You with notice of changes to the Environment where practicable in advance.

2.3 You acknowledge that You are responsible for providing and maintaining the Environment, including upgrading your operating system, software, material and/or network in response to any changes to the Environment made by S-L at your own expense.

2.4 S-L will not be responsible for any impact on the implementation, receipt or performance of the Resource Center caused by your failure to provide or maintain the Environment.

2.5 S-L will not be responsible for any damages to the Environment caused by your connection to the Server.

3. LICENSE GRANT.

3.1 The use of the Resource Center is licensed and not sold. S-L grants You, which You hereby accept, a revocable, limited, non-exclusive, non-transferable, non-sublicensable, right and license to access the Resource Center on S-L’s Server under assigned login credentials for internal business purposes pursuant to the terms of this Agreement, subject to compliance with the terms and conditions of this Agreement by You (the “License”). The License and this Agreement covers any updates, new releases or enhancement(s) of the Resource Center, which S-L may make available to You from time to time during the Term.

3.2 S-L further grants you, which You hereby accept, a non-exclusive, non-transferable license to view, or download one copy of each document on the Resource Center, as is made available by S-L, provided that You maintain all intellectual property notices contained therein. To remove doubt, the license in this paragraph section does not permit You to reproduce, make copies, distribute copies, or allow viewing of the information on the Resource Center by any third party.

3.3 This Agreement covers any updates or enhancement(s) to the Resource Center, which S-L may make available to You from time to time.

4. OBLIGATIONS; PROHIBITIONS.

4.1 You shall promptly inform S-L of any breach or potential breach of security related to the Environment or the Resource Center.

4.2 You are prohibited from: (i) sublicensing, lending or transferring the License or the Agreement to any third party; (ii) using, or permitting the use or access of, the Resource Center for the benefit of, or by, any third party; (iii) making copies of materials provided on the Resource Center and/or providing copies to third parties outside of Your organization, unless otherwise granted herein; or (v) accessing or attempting to access the Resource Center via an Environment not expressly authorized by S-L.

5. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

5.1 **DISCLAIMER OF WARRANTY. THE RESOURCE CENTER AND ITS MATERIALS ARE PROVIDED TO YOU ON AN “AS IS” AND “AS IS” AVAILABLE BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY AND THE REMEDIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WARRANTIES FOR LATENT OR HIDDEN DEFECTS. S-L DOES NOT WARRANT THAT THE INFORMATION CONTAINED IN THE RESOURCE CENTER WILL MEET YOUR REQUIREMENTS, OR THAT THE RESOURCE CENTER WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE DOCUMENTATION OR ACCESS TO THE DOCUMENTATION WILL BE CORRECTED. FURTHERMORE, S-L DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE DOCUMENTATION PROVIDED IN RESPECT OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. IF THIS EXCLUSION IS NOT PERMITTED BY LAW, S-L LIMITS ANY EXPRESS, STATUTORY OR IMPLIED WARRANTIES AS TO DURATION TO THE EXTENT OF THIS LIMITED WARRANTY AS DETERMINED BY S-L IN ITS SOLE DISCRETION.**

5.2 LIMITATION OF LIABILITY. YOU AGREE THAT YOUR USE OF THE RESOURCE CENTER AND THE DOCUMENTATION IS AT YOUR OWN RISK, AND THAT S-L WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR USE OF THE SAME. WITHOUT LIMITING THE FOREGOING, S-L WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER OR ECONOMIC LOSS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE RESOURCE CENTER OR THE MATERIALS PROVIDED THEREON, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, UNDER ANY THEORY OF LAW OR FAULT OF S-L AND EVEN IF S-L HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR COUNTRIES MAY HAVE LAWS THAT REQUIRE LIABILITY RIGHTS DIFFERENT FROM THOSE STATED ABOVE. IN SUCH STATES OR COUNTRIES, THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.

6. YOUR REPRESENTATIONS; WARRANTIES; ACKNOWLEDGEMENTS.

6.1 You represent that You have the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by this Agreement.

6.2 You warrant that Your use of the Resource Center, including the use of materials therein, will not give rise to any third-party claims, including claims relating to infringement, obscenity, libel, slander, defamation or violations of rights privacy, publicity or other third-party rights. S-L will have no duty to use.

6.3 You acknowledge that the Resource Center and its materials may be affected by the unavailability or degraded performance of the Internet, network elements or other causes outside S-L's control. S-L will not be liable for interruptions, performance problems, or losses as a result of the Resource Center due to such causes.

6.4 You acknowledge that You are responsible for (i) the connection of all of Your equipment to the Server and (ii) the security of all aspects of its access to the Server under Your control.

6.5 You acknowledge that, despite S-L's security procedures, that there is a risk that S-L's security may be breached, and that the Connection Data and any additional information provided by You is done so at the Your own risk and S-L shall not be held responsible for such breach.

6.6 You acknowledge that S-L shall be entitled to monitor Your compliance with the terms of this Agreement.

6.7 You acknowledge that the rights granted herein by S-L to You are non-exclusive, and that S-L may grant and commercialize, directly or indirectly, the use of the Resource Center or the materials provided thereon for the benefit of itself or any third party without the consent of You.

6.8 You will not (i) use the Resource Center or the materials thereon for any purpose other than those expressly authorized pursuant to this Agreement, including but not limited, to (i) modify, translate, create derivative works, even partially, or attempt to or enable third parties to perform such acts, (ii) sell, rent, sublicense, make available or otherwise transfer and/or share any rights to the Resource Center or in the materials thereon, whether in part or entirely and by any means whatsoever, or (iii) use the Resource Center or materials thereon in violation of any Law.

6.9 You acknowledge that no information provided or services rendered as a result of Your use of the materials accessed in the Resource Center shall be construed as legal or accounting advice. Any actions taken or decisions made by You which may affect Your legal or accounting matters should first be reviewed and approved by Your attorney or certified public accountant before such actions or decisions are implemented.

6.10 You ensure that no legal requirements of You prevents S-L from fulfilling its contractual obligations under this Agreement in compliance with Law. This includes, but is not limited to, ensuring that all concerned individuals have previously declared consent to a possible processing of personal data.

6.11 You hereby acknowledge and grant S-L permission to put Your name and contact information on S-L's mailing list for providing to You information and marketing material.

7. CONFIDENTIALITY; NON-DISCLOSURE.

7.1 Each Party agrees to keep confidential the other Party's Confidential Information and shall ensure that its employees or other agents accessing the other Party's Confidential Information shall keep it confidential whether received prior to or after the Effective Date of this Agreement. Each Party may only use the other Party's Confidential Information for the purposes of performance of its rights and obligations under this Agreement.

7.2 The receiving Party shall not disclose Confidential Information to any entity other than to those entities subject to written confidentiality obligations at least as stringent as the provisions of this Section 7 for the sole purpose of the performance of this Agreement. The receiving Party shall be responsible for the compliance with confidentiality obligations by any such entity.

7.3 You acknowledge and agree that S-L may communicate to S-L clients any information necessary for the implementation and use of the Resource Center.

7.4 The restrictions in this Section 7 shall not apply to information which:

- (a) is or becomes a part of the public domain through no act or omission of the receiving Party;
- (b) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party;
- (c) is lawfully disclosed to the receiving Party by a third party without restriction or disclosure; or
- (d) is required to be disclosed by Law.

7.5 The obligations of confidentiality set out in this Section 7 shall survive any termination or expiration of this Agreement for a period of five (5) years.

7.6 Notwithstanding the above provisions, S-L may use Your name and/or logo as a business reference.

8. TERM; TERMINATION.

8.1 This Agreement is effective from the Effective Date until termination by S-L at its sole discretion, except as addressed in 8.2 or 8.3 below ("Term").

8.2 Either Party may terminate this Agreement before Term by written notice to the other Party, in the event of a material breach by such other Party of its contractual obligations which is not cured within thirty (30) calendar days after written notice thereof is received by the breaching Party.

8.3 Upon the termination of this Agreement, You shall:

- (a) cease to access the Server, the Resource Center and the materials provided thereon immediately; and
- (b) promptly return to S-L any Confidential Information or other material provided by S-L under this Agreement, without keeping any copies, extracts or reproductions thereof.

8.4 The provisions of Sections 5, 7, 8, 9, 10, and 12 as well as any other Sections or defined terms referred to in such Sections or necessary to give them effect, shall survive termination or expiration of this Agreement. Furthermore, any other provisions required to interpret and enforce the Parties' rights and obligations or to wind up their outstanding obligations under this Agreement shall survive to the extent required.

9. INTELLECTUAL PROPERTY.

9.1 All licenses and rights are granted by S-L only as expressly provided in this Agreement. All rights not expressly granted by S-L under this Agreement are reserved by S-L and may be used by S-L for any purpose.

9.2 You will maintain intact any copyright notices and other notices of intellectual property rights appearing on any documentation provided and/or received on the Resource Center or otherwise by S-L.

9.3 This Agreement grants no license or other right to any trademarks or domain names of S-L, including but not limited to the domain name used to access and login to the Server to use the Resource Center. Such trademarks and domain names are and remain the sole and exclusive property of S-L and/or its licensors.

9.4 If S-L determines that You have not complied with the terms of this Agreement, in addition to any other available remedies, S-L may, at its sole discretion and without liability to You, without judicial order and without prior notice to You, terminate or suspend access to the Resource Center or use of the materials provided thereon.

10. INTELLECTUAL PROPERTY RIGHTS.

The Resource Center and its resident materials may be protected by copyright, trademark, patent and other intellectual property laws and treaties and belong to S-L. You acknowledge that (i) rights in the Resource Center and the materials thereon are licensed (not sold) to You, and (ii) that You shall have no rights or title in, or to, the Resource Center and the materials other than the right to use them in accordance with the terms of this Agreement. S-L owns all title, copyright, and other intellectual property rights in and to the Resource Center and the materials provided thereon. As such the materials provided on the Resource Center, in all formats existing, are proprietary to S-L, including but not limited to, the design, content, and structure thereof each item of material.

11. TEMPORARY SUSPENSION OF RESOURCE CENTER.

11.1 Generally. S-L may suspend Your use of the Resource Center if S-L reasonably determines: (a) You or Your use of the Resource Center or its materials is in breach of this Agreement; (b) You fail to address our request to take an action; (c) Your use of the Resource Center or Server poses a security risk to other users of the Resource Center or Server; or (d) suspension is required pursuant to our receipt of a subpoena or other request by a law enforcement agency.

11.2 Effect of Suspension. You will remain responsible for all terms and conditions of this Agreement during the suspension.

12. MISCELLANEOUS PROVISIONS.

12.1 Assignment. This Agreement shall be binding on the Parties hereto and their respective successors and assigns. You shall not assign this Agreement or any or its respective rights or obligations hereunder. S-L may assign this Agreement or any of its respective rights or obligations hereunder, without the consent of You.

12.2 Notices. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement will be in writing. A Party giving any notice, request, consent, approval, authorization, acknowledgement, waiver or other communication required or permitted under this Agreement will (i) direct it to the recipient's address specified in this subsection, as such address may be modified pursuant to this subsection and (ii) either hand deliver it, send it by Certified Mail, Return Receipt Requested, or by national overnight courier service with confirmation of delivery to that address.

In the case of S-L:
Service Leadership, Inc.
5048 Tennyson Parkway, Suite 200
Plano, TX 75024

In the case of You: Address as provided by You during enrollment for use of the Resource Center.

A Party may change its address for notification purposes by giving the other Party notice of the new address and the date upon which it will become effective.

12.3 Relationship. Nothing in this Agreement or any circumstances associated with it or its performance give rise to (i) a joint venture, (ii) any relationship of partnership, agency, or employer and employee, or (iii) any form of a fiduciary relationship or fiduciary duty, between S-L and You.

12.4 Force Majeure. Neither Party shall be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to causes beyond its reasonable control, including acts of God, fires, earthquakes, acts of war, terrorism, or civil unrest ("Force Majeure Event"); provided, however, that the affected Party promptly notifies the other Party and further provided that the affected Party shall use its diligent efforts to avoid or remove such causes of non-performance and to mitigate the effect of such occurrence, and shall continue performance with the utmost dispatch whenever such causes are removed. Should any Force Majeure Event last longer than sixty (60) days, either Party may terminate this Agreement on written notice to the other Party, effective immediately.

12.5 Compliance with Law. S-L and You shall comply with applicable Law during performance of their obligations pursuant to this Agreement, and shall require that their employees and agents comply with applicable Law.

12.6 Governing Law; Venue. This Agreement and the rights and obligations of the Parties under this Agreement will be governed by and construed in accordance with the Laws of Texas, without giving effect to the principles thereof relating to the conflicts of Laws. Any legal action or proceeding brought by any Party to enforce or interpret any provision of this Agreement, or to declare its rights and obligations hereunder shall be filed and maintained only in the state and federal courts located in Dallas or Collin County in the State of Texas. S-L shall have the right to seek interim relief with competent courts for the protection of confidential or proprietary information or intellectual property rights.

12.7 Entire Agreement. This Agreement (as may be amended by time to time) is the entire agreement between You and S-L relating to the Resource Center and the materials it provides and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Resource Center and the materials thereon. To the extent the terms of any policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall prevail and control. In addition, the terms set out in this Agreement shall prevail and control over any and all additional or conflicting terms or provisions contained in any document of You, whether set out in a purchase order or alternative license, and any and all such additional or conflicting terms shall be void and shall have no effect. If this Agreement or any term, Section or provision is translated into a language other than English and there are conflicts between the translations, the English version shall prevail and control.

BY CLICKING THE “I ACCEPT” BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY S-L AND DISPLAYED HEREWITH, YOU ARE EXPRESSLY ACKNOWLEDGING THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN AND ARE AGREEING TO BE LEGALLY BOUND BY THE AGREEMENT AND ANY NEW VERSIONS HEREOF.