## David Novak Leadership Online Course End User License Agreement

This David Novak Leadership Online Course End User License Agreement ("Agreement") governs your use of the David Novak Leadership ("DNL") online courses and subscriptions including but not limited to the Essential Leadership Traits Program or Purposeful Recognition courses, including any user instructions and any other materials provided in conjunction ("Documentation"), whether in print, electronic, or other format (collectively, the "Course Software").

BY USING THE COURSE SOFTWARE YOU AGREE TO THE TERMS OF THIS AGREEMENT AND ANY UPDATES TO THE AGREEMENT, ALONG WITH OUR TERMS OF USE AND ANY UPDATES. PLEASE CHECK THE DNL WEBSITE FOR UPDATES TO THESE AGREEMENTS DURING THE TERM OF YOUR USE. IF AT ANY TIME YOU DISAGREE WITH THE TERMS, WE ASK THAT YOU DISCONTINUE USE OF THE COURSE SOFTWARE AND CEASE USE OF YOUR USERNAME AND PASSWORD TO LOG IN TO ACCESS THE SERVICES.

- 1. **License Grant and Term**. Subject to your strict compliance with this Agreement, DNL grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access the Course Software for professional development during the term of your purchase, which begins when you signal your acceptance of this Agreement through payment for this Course Software or otherwise enroll in the Course, and it will terminate twelve (12) months after the date of the Acceptance date (the "Term"). At that time, your online access to the Course Software will cease to give you access to the Course Software.
- 2. **Use Restrictions**. At all times during the Term of this Agreement, you will only use your username and password for your personal use. You will not allow any other person access the Course Software using your username or password. At all times, you will use reasonable safeguards to keep your username and password protected to prevent unauthorized access or use of your license. Additionally, you shall not directly or indirectly, and you shall not allow anyone else to:
  - a) copy the Course Software or Documentation, in whole or in part;
  - b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Course Software or any part thereof;
  - c) combine the Course Software or any part thereof with, or incorporate the Course Software or any part thereof in, any other programs;
  - d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Course Software or any part thereof;
  - e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Course Software or Documentation, including any copy thereof:
  - f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Course Software or any features or functionality of the Course Software, for any reason, to any other person or entity, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, Course Software as a service, cloud, or other technology or service;

- g) use the Course Software or Documentation in violation of any law, regulation, or rule:
- h) use the Course Software or Documentation for purposes of competitive analysis of the Course Software, the development of a competing Course Software product or service, or any other purpose that is to DNL's commercial disadvantage; or;
  - i) use the Course Software or Documentation except as specifically set forth herein.
- 3. **Compliance Measures**. The Course Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Course Software, including features to protect against use of the Course Software beyond the scope of the license granted or as prohibited herein. You shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.
- 4. **Collection and Use of Information**. DNL does not collect or retain any personally identifiable user information, with the exception of a first and last name. Additionally, DNL may from time to time collect non-personally identifiable information regarding use of the Course Software, such as the types of equipment on which the Course Software is installed or times of day in which Course Software is most likely to be used. DNL uses such information for its own improvement purposes, including improving the performance of the Course Software or developing updates for its programming.
- 5. **Payment**. The license fee for the Course Software is in the amount of, and payable in the manner set forth on, the order form you encountered when registering for the course ("Order Form"). These fees are non-refundable, except as may be expressly set forth herein.
- 6. **Return, Refund and Cancellation Policy**: We stand behind our products and services, including the Course Software, and your satisfaction is important to us. However, because our products are digital goods delivered via Internet, our policy is not to offer refunds. Should you consider your situation to be a special circumstance, we ask that you please contact us via email at support@davidnovakleadership.com and we will consider your individual request. In the event that we do issue a refund, which will be at our sole discretion, your license and access to the Course Software will be immediately revoked.
- 7. Intellectual Property Rights. YOU ACKNOWLEDGE THAT THE COURSE SOFTWARE AND DOCUMENTATION IS PROVIDED UNDER LICENSE AND NOT SOLD. You acknowledge that you do not acquire any ownership interest in the Course Software under this Agreement, or any other rights to the Course Software other than to use the Course Software in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. DNL reserves and shall retain the entire right, title, and interest in and to the Course Software and all intellectual property rights arising out of or relating to the Course Software, subject to the license expressly granted to you in this Agreement. You will use reasonable efforts to safeguard all Course Software from infringement, misappropriation, theft, misuse, or unauthorized access, including specifically not sharing your username or password with any other person.
- 8. **Disclaimer of Liability**. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: IN NO EVENT WILL DNL OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM

SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DNL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL DNL'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO DNL PURSUANT TO THIS AGREEMENT FOR THE COURSE SOFTWARE THAT IS THE SUBJECT OF THE CLAIM.

THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF [BUSINESS]'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Disclaimer of Warranties.** YOU UNDERSTAND THAT DNL CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES FOR ANTI-VIRUS PROTECTION, AND FOR MAINTAINING A MEANS EXTERNAL TO DNL'S SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA.

DNL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE COURSE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE DNL WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY MATERIALS OR WEBSITE LINKED TO IT.

THE COURSE SOFTWARE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE COURSE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER DNL NOR ANY PERSON ASSOCIATED WITH DNL MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE COURSE SOFTWARE. WITHOUT LIMITING THE FOREGOING, NEITHER DNL NOR ANYONE ASSOCIATED WITH DNL REPRESENTS OR WARRANTS THAT THE COURSE SOFTWARE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE COURSE SOFTWARE WILL BE ACCURATE, RELIABLE, ERRORFREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE COURSE SOFTWARE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE COURSE SOFTWARE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. DNL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. AND WARRANTIES THAT MAY

ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 10. Miscellaneous.

- a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Kentucky in each case located in the City of Louisville and Jefferson County, and you agree to submit to the jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to the address you entered in the registration form shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- b) This Agreement, together with the Terms of Use, constitute the sole and entire agreement between us with respect to the Course Software, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Course Software.
- c) You cannot assign or transfer your rights under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- d) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- e) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in signed writing. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- f) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.