

SUBSCRIPTION AGREEMENT FOR USE OF MATERIALS, QUIZZES, AND OTHER PRODUCTS

This Subscription Agreement ("Agreement") is entered into between [Your Company Name] ("Company") and the undersigned participant ("Participant") effective as of the date of acceptance of this Agreement.

1. Grant of License

1. Subject to the terms and conditions of this Agreement, the Company hereby grants the Participant a non-exclusive, non-transferable, limited license to use the Company's files, materials, quizzes, images, and other products ("Materials") for the duration of an active subscription.

2. Termination of Subscription

1. The Participant's license to use the Materials is strictly limited to the duration of their active subscription.
2. Upon termination or expiration of the subscription, the Participant agrees to immediately cease all use of the Materials and destroy any copies, whether in digital or physical form, in their possession.

3. Prohibited Uses

1. The Participant acknowledges and agrees that any use of the Materials after the termination or expiration of the subscription constitutes a breach of this Agreement.
2. Unauthorized use of the Materials may result in legal action by the Company to protect its intellectual property rights.

4. Intellectual Property Rights

1. The Company retains all rights, title, and interest in and to the Materials, including all intellectual property rights therein.
2. The Participant shall not copy, modify, distribute, or create derivative works of the Materials except as expressly permitted by the Company during the term of the active subscription.

5. Indemnification

1. The Participant agrees to indemnify, defend, and hold harmless the Company from any claims, damages, losses, liabilities, costs, and expenses (including

reasonable attorneys' fees arising out of or related to the Participant's breach of this Agreement or unauthorized use of the Materials.

6. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of Utah, without regard to its conflict of law principles.

7. Cancellation

1. Practitioners may request to cancel their yearly license at any time by contacting our support team at certification.na@leadershipcircle.com.
2. Cancellations made within 10 days of purchase are eligible for a full refund.
3. Cancellations made after 10 days of purchase are not eligible for a refund.
4. For cancellations made within 10 days of purchase, refunds will be processed within 14 business days of receiving the cancellation request.

8. Transfers

1. Practitioners may transfer their LS access to another certified practitioner by submitting a transfer request to certification.na@leadershipcircle.com.
2. There is a \$100 USD administrative fee for any transfer.
3. Both the transferring and receiving practitioners must be Leadership System certified.
4. The transfer request must include the full names of both practitioners.
5. Transfer requests will be processed within 7 business days.
6. Each yearly license can only be transferred once.
7. The receiving practitioner must assume all remaining access and responsibilities associated with the license.

9. Miscellaneous

1. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral.
2. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

3. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

For any questions or concerns regarding this policy, please contact our support team at certification.na@leadershipcircle.com.

By subscribing to and using the Company's Materials, the Participant acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.