

END USER LICENSING AGREEMENT

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY. This End User License Agreement (“EULA”) governs your use of the related services and any upgrades (the “Service”) provided by NeuroLeadership Institute, Inc. (“NLI”), with its principal offices at 165 Broadway, Suite 2301, New York, NY 10006.

1 SCOPE OF SERVICES

NLI will provide a **NAME OF PROGRAM** (“Program”) as a Software as a Service (“SaaS” or “Platform”)(collectively, “Services”).

This EULA sets out the basis on which NLI makes the Services available to you (“User” or “You”) and on which You may use the Services. NLI reserves the right to change, modify, add, or delete articles in this EULA at any time.

2 PROGRAM CONTENT

Within the Program, NLI may provide You with access to many different materials, including, but not limited to, models, research guides, journal articles, practice tools, interactive content, videos, and other informational sources (collectively, “Program Content”).

3 SERVICE DESCRIPTION

- 3.1 NLI shall provide You access to the Program via the online Platform on a SaaS basis, in conjunction with Howspace Oy (“Supplier”) subject to the Supplier’s General Terms of Service. All provisions in Supplier’s General Terms of Service ([here](#)) and Data Processing Agreement ([here](#)) are applicable to this Agreement.
- 3.2 You shall log onto the Platform with individualized encrypted URL links. The connection to the Platform shall be encrypted using standard SSL encryption. You are responsible for the data connections from your own ICT systems to the Platform.
- 3.3 NLI will provide basic support for help establishing Your login and any subsequent login issues during normal business hours, excluding federal holidays and weekends. Support is offered in English only. You may expect a reply within three (3) business days.
- 3.4 A backup of all the data on the Platform is created at least once a day by Supplier. Backups are stored in a different location than the services and are kept for a minimum of seven (7) days in accordance with Supplier’s Data Processing Agreement.
- 3.5 You shall not directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of Services; copy, modify, translate, or create derivative works based on Services; rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to Services; circumvent or attempt to circumvent any usage control features of the Services; or remove any proprietary notices or labels on Services.

4 LICENSE GRANT, TERM, AND TERMINATION

- 4.1** NLI grants You a non-exclusive, non-transferable, non-sublicensed, non-commercial, personal license to use the Program and Program Content (“License”) during the Term.
- 4.2** License Term. License term will commence upon the grant of digital access to You to the Platform, and will continue for a period of one (1) year (“Term”).
- 4.3** Upon expiration of the License, You immediately forfeit all access to the Services, including access to the Platform and all License rights. You must cease any use, training, delivery, reproduction, and/or distribution of Services and Program Content. Reproduction and/or distribution may include, but is not limited to, display of Program Content from in or on internal systems, platforms, intranets, databases, etc.
- 4.4** You must in no event use, nor allow others to use, the Program or this License for commercial purposes without obtaining a license to do so from NLI. THIS PROGRAM AND PROGRAM CONTENT IS LICENSED TO YOU, AND IS NOT TO BE SOLD.
- 4.5** You shall not, directly or indirectly remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Program or the Program Content.

5 INTELLECTUAL PROPERTY

- 5.1** For the purposes of this EULA, all Program Content is considered NLI Pre-Existing IP.
- 5.2** NLI pre-existing intellectual property, including but not limited to the Program Content, proprietary processes, materials, methodologies, models, know-how, trade secrets and modifications to any of the foregoing (collectively “NLI Pre-Existing IP”) developed or acquired are the sole property of NLI.
- 5.3** Nothing herein will give You any right, title, or interest in or to any NLI Pre-Existing IP, except a mere privilege and license to use NLI Pre-Existing IP solely according to the terms and conditions herein. Any unauthorized use of NLI Pre-Existing IP will constitute a material breach of this EULA and an infringement of NLI’s Intellectual Property.
- 5.4** You will not distribute, sell, license nor lease NLI Pre-Existing IP under any circumstances.
- 5.5** You may not create derivative works of NLI Pre-Existing IP in any form.
- 5.6** You acknowledge the purpose of the Services is to develop You to use the learned principles in everyday activities. You expressly agree that this EULA does not convey to You any right to use the Services and/or Participant Content as the basis to train, coach, teach, or consult on the Program Materials.
- 5.7** All title and ownership rights to any information inputted by You, with the exception of any intellectual property rights imbedded in Your text are owned by You.

6 USER DATA

- 6.1** In connection with the use of Services, You may enter various data and text into the platform, including uploading images (“User Data”).

- 6.2 The intellectual property rights in, and the title to, User Data shall belong to You, and You shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of User Data.
- 6.3 If NLI is alerted to offensive User Data, NLI has the right, in its sole discretion, to immediately remove the offensive User Data.
- 6.4 In connection with the use of Services, NLI will also be collecting data on Your use of the Program including:
- 6.4.1 The number of times You log into the Platform
 - 6.4.2 The number of times You contribute to text comments
 - 6.4.3 The number of times You use certain words or phrases
 - 6.4.4 The amount of time spent on specific pages

7 STANDARD TERMS & CONDITIONS

- 7.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, USA. Any controversy or claim, whether in law or in equity, arising out of or relating to this contract, or the breach thereof, will be settled by binding arbitration in the State of New York administered by JAMS in accordance with its Streamlined Arbitration Rules & Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any recourse by NLI or the Client to a court for interim or provisional relief, including without limitation injunctive relief, will not be deemed incompatible with this SOW to arbitrate or constitute a waiver of the right to arbitrate.
- 7.2 **Attorneys' Fees.** In the event that any Party institutes any legal suit, action, or proceeding, including arbitration, against the other Party to enforce the covenants contained in this Agreement, the prevailing Party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 7.3 **Severability.** If any term or provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law, or public policy, all other terms and provisions of the Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement to maintain the original intent of the Parties as closely as possible.
- 7.4 **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties on this subject and supersedes all prior negotiations, understandings, and agreements between Parties. No amendment or modification of this Agreement shall be made unless agreed to in writing and signed by both Parties.
- 7.5 **Indemnification.** Client shall indemnify, defend, and hold harmless NLI from and against all third-party actions, liabilities, losses, damages, claims, and demands whatsoever, including costs, expenses, and attorney's fees resulting from or claimed to have resulted from, any intentional or negligent acts or omissions of Client.

7.6 Limitation of Liability. With the exception of breach of obligations with respect to confidential information and or intellectual property rights, in no event will either Party be liable for any incidental, indirect, punitive, special or consequential damages, including economic loss arising out of or relating to the relationship between the Parties and/or this Agreement (including, without limitation, by fundamental breach of contract or the breach of a fundamental term of any contract, negligence, strict liability, or any other theory of law) even if parties have been advised of the possibility of such damages.

EXCEPT FOR (A) A PARTY'S BREACH OF INDEMNIFICATION OBLIGATIONS, (B) CLIENT'S BREACH OF ITS INTELLECTUAL PROPERTY OWNERSHIP OR USAGE OBLIGATIONS (as outlined in this SOW) (C) A PARTY'S BREACH OF ITS OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION, (D) BODILY INJURY OR DEATH, (E) DAMAGE TO REAL AND/OR TANGIBLE PERSONAL PROPERTY, OR (F) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS SOW SHALL BE LIMITED TO THE GREATER OF THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO NLI HEREUNDER.

8. CHANGES TO THIS EULA OR TO THE PRODUCT

8.1 NLI reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective without prior notice to You.

8.2 You can review the most current version of this EULA by clicking on the "EULA" link located on the Product. You are responsible for checking this EULA periodically for changes.

8.3 If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 8 and must immediately uninstall the Product and destroy all copies of the Product. Your continued use of the Product following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

8.4 No refunds will be given.

8.5 NLI may modify the Product for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Product.