

## LIVING AS A LEADER MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement"), dated [REDACTED], 2024 is between **Impact Consulting Group, LLC d/b/a Living As A Leader**, a Wisconsin limited liability company and its successors or assignees, together with its Affiliates ("LAAL"), located at 790 N Milwaukee Street, Suite 300, Milwaukee, WI 53202, and [REDACTED], together with its Affiliates ("Client"), located at [REDACTED], providing, among other things, the terms and conditions for Client's use of LAAL's Materials, Tools, Services and Sites (as defined below).

Client desires to enter this Agreement with LAAL to provide leadership development products and services to be implemented internally by Client ("Services") upon the terms and conditions hereinafter set forth, and LAAL is willing to perform such Services. In consideration of the mutual covenants and agreements hereinafter set forth, LAAL and Client agree as follows:

### 1. DEFINITIONS

"Confidential Information" means any information that is treated as confidential and proprietary by a party, including without limitation, all non-public information about its business affairs, including costs, profits, pricing policies, markets, sales, suppliers, customers, employees, plans for future development, plans for future products, marketing plans or strategies, Products, Services or Intellectual Property rights, trade secrets, third party confidential information, Tools, including the design, form and function of all information screens, input screens and output screens, content of all assessment or testing instrument, and other sensitive or proprietary information, whether disclosed orally or in written, electronic or other form, and whether or not marked, designated or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Intellectual Property" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"LAAL Representatives" means all employees, agents, authorized representatives, third party service providers, and owners.

"Materials" means all copyright-protected (in any media format), audio, film, video, or digital Products provided to Client by LAAL, including but not limited to participant workbooks, instructions, facilitator guides, training aids, slides, competencies, and any other materials used in the provision of Services provided to Client by LAAL.

"Products" means the workbooks, binders and tabs, tip cards, journals, DISC assessment, TKI assessment, coaching guides, mobile app, and eLearning courses found at <https://t3.livingasaleader.com/>.

"Privacy Policy" means the terms and conditions described on the following webpage <https://www.livingasaleader.com/OffNav/Privacy-Statement.htm>

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

“Services” is defined in the recitals of this Agreement.

“Sites” means t3.livingasaleader.com; tti.admin.com (LAAL license only); echospan.com (LAAL license only); www.livingasaleaderonline.com/library ; and https://livingasaleader.bridgeapp.com/login

“Term” is defined in Section 2.

“Taxes” means all applicable federal, state and local taxes.

“Tools” means all Web-based or Cloud-based applications, assessments, testing, software systems and related tools which may be used by LAAL to perform and provide Services.

## 2. TERM OF AGREEMENT

This Agreement grants the Client a non-exclusive, non-transferrable, perpetual right to use and purchase LAAL’s Materials solely for training purposes without modification.

LAAL retains the right to terminate this Agreement, effective upon written notice to Client, if Client (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, Client does not cure such breach within 30 days of receipt of written notice of such breach, or (b) misuses the Materials, Tools, Services or Sites provided by LAAL (as determined by LAAL, in its sole discretion). Upon termination of this Agreement for any reason, Client shall immediately cease use of all Materials, Tools, Services or Sites provided hereunder.

## 3. SCOPE AND TERMS OF AGREEMENT

### ACCESS

For the term of this Agreement, LAAL grants Client access to the Sites, including a limited and non-exclusive, non-transferable, non-sublicensable, worldwide access to Materials, Tools and other resources on the Sites, including the right to purchase the Products, including any software offered on the Sites, solely for Client’s internal business operations. LAAL shall retain all right, title and interest in and to all Materials, Tools, Sites and the Products until sold, including any Intellectual Property rights therein. Client may not and shall not permit any party under its control to copy, alter, edit or modify any Materials, Tools or Products, without the prior written consent of LAAL, which LAAL may withhold in its sole discretion. This limited license and permission are freely revocable at any time, for any reason whatsoever with or without notice by LAAL, as described in Section 2 above.

By accessing and using the Sites, you signify and acknowledge your acceptance of this Agreement and to LAAL’s Privacy Policy, which terms and conditions of such Privacy Policy are hereby incorporated by reference and made part of this Agreement. This Agreement shall be construed in accordance with the provisions of the Privacy Policy.

Notwithstanding anything to the contrary and in order to provide Services, at least one employee of Client must be trained and certified by LAAL to implement Services via LAAL workshops within Client’s organization. No other personnel are authorized to facilitate LAAL workshops, except for LAAL employees certified as trainers..

### BUSINESS TERMS

**Pricing.** Prices for all Products will be billed at current standard rates for LAAL as posted on our Sites.

**Taxes.** Pricing of Products and Services is not inclusive of Taxes. Client shall pay all sales and use Taxes, and any other similar Taxes, duties and charges of any kind, including, but not limited to, all Taxes imposed in connection with LAAL’s provision of Services, including in connection with its sale and shipment of any Products delivered to Client under this Agreement.

**Shipping.** If any tangible Products are to be delivered, unless otherwise requested by Client, LAAL will ship Products UPS, pre-paid, and add associated charges to the invoice.

#### TRADEMARKS AND COPYRIGHTS

Client acknowledges LAAL is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Intellectual Property, including any Intellectual Property rights related to Materials, Tools or Products.

#### THIRD PARTY SERVICE PROVIDERS

Client acknowledges that LAAL may utilize one or more third party service providers in the ordinary course and scope of its business operations. Client provides general authorization for the use of third-party providers. LAAL will be responsible for the actions of such third-party providers in their performance of Services provided hereunder and shall inform Client of any intended changes concerning the addition or replacement of third-party providers.

#### PASSWORD AND USAGE

All passwords provided by LAAL to Client are for authorized personnel for use with LAAL applications, are used only by Client participants to whom password is issued and will not be shared or otherwise transferred.

#### CONFIDENTIALITY

During and after the Term of this Agreement, Client agrees that it shall not, and shall cause its employees and agents to not, use or disclose any Confidential Information of LAAL, except as expressly permitted per the terms of this Agreement. The parties agree to use Confidential Information only in connection with the delivery or receipt of performance; to protect the Confidential Information from unauthorized use or disclosure with at least the same degree of care as it employs to its own Confidential Information, but in any event no less than reasonable; not to copy any Confidential Information in whole or in part; reverse compile, reverse assemble, or access with intent to “hack” all or any portion of the Confidential Information; not to distribute, market, rent, lease, sublicense, provide access to, or transfer any Confidential Information to third parties; not to modify the Confidential Information except to the extent permitted in this Agreement or as permitted by applicable law; and not to disclose the Confidential Information to any third parties. Notwithstanding the foregoing, the Recipient is permitted to disclose Confidential Information to (a) employee with a need to know in connection with this Agreement; (b) contractors that have a need to know in connection with this Agreement and that are bound by agreements with terms similar to this Agreement regarding the protection of Confidential Information; and (c) professional advisors who are bound by an obligation (under law or contract) to protect the confidentiality of such information, such as legal counsel, accountants, and financial service providers. Recipient must immediately notify Discloser upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate in every reasonable way to help regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. In the event any third party demands disclosure of the Confidential Information, including any court, government agency or attorney, Recipient shall not disclose any such Confidential Information without first contacting Discloser promptly so that Discloser may intervene to prevent or limit such disclosure.

#### REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

LAAL represents and warrants that LAAL is the lawful owner of any proprietary Materials or Tools used in the performance of Services contemplated hereunder, and LAAL has the right to permit Client use of such proprietary Material or Tools and such will not infringe the Intellectual Property or other rights of any third party.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) LAAL HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) LAAL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

#### INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), relating to any claim arising out of or occurring in connection with a Party's negligence, willful misconduct, or breach of this Agreement.

### **4. GENERAL PROVISIONS**

#### ENTIRE AGREEMENT

With respect to the subject matter of this Agreement, this Agreement (a) contains the complete understanding and agreement between the parties hereto, and (b) supersedes and replaces all prior or contemporaneous agreements, understandings, discussions and promises between the parties, whether written or oral. This Agreement may not be supplemented, modified, or amended except by a written instrument signed by all of the parties to this Agreement.

#### ASSIGNMENT

Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.

#### SEVERABILITY

In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, (a) such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, which shall continue in full force and effect and be binding upon the parties and (b) such provision shall be deemed amended to the extent necessary for it to be enforceable to the fullest extent permitted under applicable law.

#### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any legal proceeding arising out of or related to this Agreement shall be instituted exclusively in the state or federal courts located in (or having jurisdiction over) Waukesha County, Wisconsin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal proceeding.

#### COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same agreement. Signatures to this Agreement delivered by facsimile or other electronic methods (i.e., ".pdf") shall be valid and binding for all purposes and otherwise have

the same effect as original signatures.

By signing this Agreement, both parties acknowledge that they have read this Agreement and agree to all its terms and conditions.

I have read the terms of this agreement and I accept.

**LAAL:**

**IMPACT CONSULTING GROUP, LLC,  
d/b/a Living As A Leader®**

By: \_\_\_\_\_

Name: Theresa C. Custer

Title: President

Address:

790 N Milwaukee Street, Suite 300

Milwaukee, WI 53202

tcuster@livingasaleader.com

**CLIENT:**

By:

Name:

Title:

Address:

E-mail: \_\_\_\_\_