

SAFe® ASSET LICENSE AGREEMENT

This SAFe Asset License Agreement ("Agreement") grants the SAFe Member in good standing who accesses the Asset through the SAFe Studio ("you") the right to download and use it per the terms below. **By downloading or using an Asset you explicitly assent to all terms of this Agreement. If you do not agree with all terms of this Agreement you may not download or use the Asset.**

- 1. SAFe Assets.** SAFe Assets licensed under this Agreement include toolkits, workshops, briefings, and all other proprietary SAFe material made available to you for download on the SAFe Studio ("Assets").
- 2. Ownership.** All Assets are the copyrighted material of Scaled Agile, Inc. ("SAI"). Nothing in this Agreement grants you any right, title, or interest in or to any Asset beyond the limited uses set forth below.
- 3. License Grant and Restrictions.** SAI grants you a limited, personal, non-exclusive, royalty-free license to use the Asset you download to facilitate internal SAFe implementations and in external workshops, meetings or other presentations you deliver that further a SAFe implementation. You may not: use any Asset for any other purpose, including as a substitute for any SAI course offering; sublicense or otherwise transfer any Asset to anyone else; charge anyone for Asset content; modify Asset content; create derivative works of Asset content; or remove or obscure any copyright statement, trademark, or other indicator of SAI's exclusive ownership of any Asset.
- 4. Term and Termination.** This Agreement is effective the date you access the Asset and will terminate on the earlier of (a) the expiration of your SAFe membership or (b) one year from your date of first access. Notwithstanding the foregoing, SAI may terminate this Agreement immediately if you breach this Agreement or any other applicable SAI agreement. Upon termination, your license rights under this Agreement will terminate immediately.
- 5. Warranty and Disclaimer.** SAI warrants that it has the right to license Assets and that they do not violate the rights of any third party. APART FROM THE FOREGOING, ALL ASSETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 6. Limitation of Liability.** SAI's aggregate liability under this Agreement, regardless of basis, will not exceed One Hundred United States Dollars (\$100). SAI will not under any circumstance be liable for any consequential, special, incidental, exemplary, or indirect damages, including without limitation lost profits or opportunity, relating to this Agreement.
- 7. Governing Law.** This Agreement is interpreted and governed by the laws of the State of Colorado. You consent to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado.
- 8. Waiver; Severability.** No waiver by SAI of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event any provision of this Agreement is deemed invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law.