



## Terms and Conditions of the A100 Program:

Independent Software is proud to train you through our A100 Program. Since we have limited spots in the Program, and since – unlike other tech boot camp programs – we are not charging you for the Program, it is vitally important that you understand and abide by the terms and conditions of this agreement. This document represents an agreement between the Independent Software, LLC team ("us"/"we"), and you, the individual Pre-Apprentice, Apprentice, or Senior Apprentice ("you").

In consideration of the training and support we give you over the three months of the Program, you agree to the following terms, which shall remain in effect for 30 days following your participation in the Program:

1. Seek Employment Through the Program – By participating in this Program, you acknowledge that you are a trainee, not an employee of Independent Software. During the term of the Program, and for thirty (30) days after you finish participation in the Program, you will seek employment only through the A100 Program, with an A100 Partner Company. If you receive communications from any company, whether a Partner Company or not, you agree to forward all such communications **immediately** to Program Staff at the email address [a100@indie-soft.com](mailto:a100@indie-soft.com). Once the company is an A100 Partner Company, you would be free to seek employment with them. If you have already applied for a position with a company prior to submitting your A100 Application, or if you are already employed, please list all such positions on the following page, to seek exemption for any such position(s).
2. Commit to Attend/Prepare for All Meetings – You will attend all trainings, demo days, and other meetings as scheduled, and on time, unless you have an unavoidable personal or professional commitment; should that happen, you agree that you will communicate these commitments promptly and clearly to A100 Program Staff. You agree to prepare in advance as needed.
3. Use of Your Name and Likeness – You agree to allow us to use your name and likeness on marketing and promotional materials for the A100 Program, both in print, and on the web.
4. Confidentiality – You agree to treat as confidential all communications and materials shared with you by A100 Partner Companies for the purposes of training and/or project work you complete in the Program, except as specifically allowed by A100 Program Staff. You acknowledge and agree that all work product created by you on behalf or at the request of any A100 Partner Company, and all intellectual property rights therein, shall be owned by that A100 Partner Company, and you hereby assign any and all right (including intellectual property rights) that you have in the work product to that A100 Partner Company. Furthermore, you will sign such work product, invention and confidentiality agreements as we or any A100 Partner Company may reasonably request in order to ensure that all work product created by you on behalf of any A100 Partner Company shall be owned by, and assigned to, that A100 Partner Company.

5. Dismissal – We may dismiss you from, or otherwise terminate your enrollment in, the Program at our sole discretion, for any reason, without any further liability to you. We do not discriminate on the basis of race, gender, national origin, sexual orientation, or age, and expect that Apprentices will treat each other with respect. Harassment will be cause for immediate dismissal from the Program.
6. Disclaimer of Warranty – You hereby acknowledge and agree that we are not representing or guaranteeing that you will secure any employment from any A100 Partner Company, each of which will make any hiring decision at its sole discretion. We will not have, and hereby disclaim, any liability to you if you fail to secure any employment with any A100 Partner Company. Further, we are not representing, and hereby disclaim any representations or warranties regarding, the sufficiency or quality of the training and education that you will be receiving as part of the Program.

Any of the following will qualify as violating the terms of this agreement:

- Accepting an offer from a company that is not an A100 Partner Company after having enrolled in the Program, without first obtaining authorization from the A100 Program, at any time during the Program or within 30 days after your completion of the Program.
- Being expelled or withdrawing from the A100 Program without consent of Program Staff (except in cases of medical or family emergency).
- Declining interviews with A100 Partner Companies any time during the Program or within 30 days after your completion of the Program. (NOTE: This does **not** mean that if you fail to receive any interviews or if you are unsuccessful in the interview process that you would have violated the terms of this agreement. A good faith effort on your part to secure a job will suffice).
- Otherwise not abiding by the terms and conditions of this agreement, any confidentiality or inventions agreement with us or any A100 Partner Company or any of our policies as such policies are communicated to you.

Should you violate the terms of this agreement, you will be dismissed from the Program, and you agree to pay Independent Software \$2,500 to partially repay the cost of the Program. We agree to notify you in writing if your actions violate this agreement. We will not have any liability or obligations owing to you if you are dismissed from the Program.

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The following is a list of all companies and internships to which I have already applied, and for which I seek exemption from clause 1 on page 1 above.

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I agree to the above terms and conditions.

Gadareth Higgs  
Your Name (Print)

Your Signature

November 3, 2015  
Date

Derek Koch, CEO, Independent Software, LLC