

SCALED AGILE, INC.
COURSEWARE LICENSE AGREEMENT

PLEASE READ THIS COURSEWARE LICENSE AGREEMENT (“CLA”) CAREFULLY. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, BROWSING, CLICKING ON AN “ACCEPT” BUTTON, OR OTHERWISE USING ANY SCALED AGILE INC. (“SAI”) MATERIALS (AS DEFINED BELOW), YOU (“LICENSEE”) AGREE TO THE TERMS OF THIS CLA. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, AND DO NOT CLICK ON AN “ACCEPT” BUTTON, OR FURTHER USE THE MATERIALS.

I. LICENSE GRANT AND RESTRICTIONS

A. License Grant. Subject to the term of this CLA, including without limitation, payment of all applicable fees, SAI hereby grants to Licensee a revocable, limited, non-exclusive, non-transferable, non-assignable, fee-bearing license (the “**License**”) to reproduce, perform, and display the courseware, student workbooks, instructor materials, Tool Kits, usage guides, and other materials provided by SAI to Licensee pursuant to this CLA (“**Materials**”) solely for the purpose of providing a “Lean-Agile change initiative” or training course(s) (each a “**Course**”) to Attendees via in-person, instructor-led, classroom training. The specific Course(s) and accompanying Materials that a Licensee may use are determined by the Licensee’s level of certification. Licensee may reproduce one (1) copy of the Materials for each individual who attends Licensee’s “Lean-Agile change initiative” or Course (each, an “**Attendee**”). The License includes the right to sublicense the licensed rights through one tier to the Attendees relating to the reproduction, performance, and display of the Materials, provided that such Attendees are bound by obligations that are no less protective of SAI’s rights that those contained herein.

B. Proprietary Rights. The Materials shall at all times remain the sole property of SAI. Except for the license set forth in Section I(A), nothing contained in this CLA shall grant to Licensee any right, title or interest in the Materials or any updates or improvements thereto, or any intellectual property rights related thereto.

C. Prohibited Use. Licensee acknowledges that the Materials constitute valuable trade secrets of SAI. Accordingly, Licensee shall not, nor permit others to:

- 1) Reproduce any Materials beyond that which is reasonably necessary to provision the number of Attendees for whom Licensee has purchased Licenses;
- 2) Distribute any Materials to anyone other than in .pdf form to the Attendees;
- 3) Permit any third party to access or use the Materials other than the Attendees;
- 4) Modify, sublicense, resell, use for service bureau use, or create derivative works of any Materials, except as expressly permitted herein;
- 5) Delete, alter, or obscure any trademark, copyright, or other proprietary notices appearing in the Materials;
- 6) Add or insert any other trademark or copyright into or on any Materials; make any representations, warranties, guarantees, indemnities, similar claims or commitments, actually, apparently, or ostensibly on behalf of SAI, or to any Attendee regarding the Materials or any ideas, techniques, know how, or methodologies of SAI; or
- 7) Engage in any unfair, misleading or deceptive practices respecting SAI, SAI’s trademarks or the Materials.

II. PAYMENT

A. Attendees. Prior to conducting any “Lean-Agile change initiative” or Course, Licensee shall purchase licenses for each Attendee. In the event Licensee wishes to increase the number of Attendees beyond the maximum number of Attendees for which fees have been paid, Licensee shall be required to pay additional fees associated with the increased number of Attendees.

B. Fees. Licensee will pay to SAI the fee set forth on the pricing page set forth at scaledagile.com in

accordance with the payment schedule therein. All fees are due and payable in full prior to the commencement of any “Lean-Agile change initiative” or Course. All fees shall be paid in U.S. dollars. Prices are subject to change at any time in SAI’s sole and exclusive discretion.

C. Taxes. Licensee shall pay and be solely liable for all taxes, including sales, use, duties, excise, and any other taxes with respect to the Materials (other than taxes based on SAI’s net income).

III. SAFE[®]-CERTIFIED PRACTITIONERS AND CONSULTANTS

A. Certification. During the term of this CLA, Licensee represents and warrants that Licensee will comply with all rules and requirements applicable to Licensee’s status as a SAFE[®]-certified practitioner or consultant. In the event Licensee’s certification with SAI expires or is terminated by SAI for non-compliance with any such requirements, this CLA, including all of Licensee’s rights hereunder will terminate.

B. Content and Branding Kits. Licensees whose SAFE[®] certifications are in good standing may use the content and branding kit provided by SAI, in accordance with the terms provided therein, to market, advertise, and promote Licensee’s activities as a SAFE[®]-certified practitioner or consultant.

IV. DISCLAIMER

ALL MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

V. LIMITATION OF LIABILITY

WITH THE EXCEPTION OF THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION VII BELOW, UNDER NO CIRCUMSTANCES WILL SAI BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS CLA EVEN IF SAI

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAI’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS CLA AND THE MATERIALS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WITH THE EXCEPTION OF SECTION VII BELOW, WILL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO SAI IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIM HEREUNDER.

VI. INTELLECTUAL PROPERTY

The Materials and all other information and content provided by SAI to Licensee is, and will at all times remain, the intellectual property of Scaled Agile, Inc. (“SAI Intellectual Property”). Both during and after the Term, Licensee shall hold all SAI Intellectual Property in strict confidence, and shall not use or disclose any SAI Intellectual Property except as necessary to host and perform Courses. Licensee shall protect all SAI Intellectual Property from unauthorized use, access and disclosure with at least the same degree of care that Licensee uses to protect its own confidential and proprietary information, but in no case, less than reasonable care.

VII. INDEMNIFICATION

SAI warrants that it has the right to disclose its proprietary information contained in the Materials in the manner and to the extent set forth in this Agreement, and that such disclosure does not violate the rights of any third parties. SAI shall indemnify, defend, and hold Licensee harmless from and against all claims, losses, damages, costs and expenses suffered, incurred, or sustained by Licensee to which the Licensee becomes subject, resulting from, arising out of, or relating to any actual third party claims of violations of intellectual property rights.

VIII. TERMINATION

A. Termination. This CLA shall commence on the date these terms are accepted in the manner described above and shall remain in full force and effect until the termination in accordance with the terms of this CLA. SAI may terminate this CLA (i) immediately upon written notice to Licensee if

Licensee materially breaches this CLA, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach, or (ii) for convenience upon sixty (60) days prior written notice.

B. Effect of Termination. Upon termination or expiration of this CLA for any reason: (i) all rights and obligations of both parties, including all licenses granted hereunder shall immediately terminate; (ii) within ten (10) days after the effective date of termination, Licensee shall return to or destroy all SAI Intellectual Property to SAI, and in the case of destruction, certify such destruction.

IX. OTHER TERMS

A. Entire Agreement. This CLA and all exhibits and schedules attached hereto or referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior communications and agreements, either oral or written. All pre-printed terms of any Licensee order or other business-processing document shall have no effect.

B. No Partnership or Agency. Each party shall act only as an independent contractor, and not as an employee, agent, subcontractor, or representative of the other for all purposes under this CLA. Nothing contained herein shall be deemed to constitute a joint venture or partnership for any purpose or create any employment or fiduciary relationship between the parties. Neither SAI nor Licensee will have any authority to create or assume, in the name or on behalf of the other, any obligation, expressed or implied.

C. Severability. If any provision in this CLA is determined to be unenforceable by any court of competent jurisdiction, such provision shall be modified to be enforceable and consistent with the parties' intent as closely as possible. Further, if the remainder of the CLA is not materially affected by such determination and is capable of substantial performance, then the remainder will be enforced to the extent permitted by law.

D. Waiver. The failure to enforce or the waiver by either party of one default or breach of the other party shall not be considered a waiver of any subsequent default or breach.

E. Notices. All notices required or permitted hereunder shall be in writing, delivered personally, by facsimile, by certified or registered mail, or by nationally recognized overnight courier (e.g. FedEx) at the parties' respective corporate addresses. All notices shall be deemed effective upon personal delivery; or on the business day following receipt by telephonic facsimile; or when received if sent by certified or registered mail or by overnight courier.

F. Choice of Law. This License is governed by the laws of the State of Colorado, excluding its conflicts of laws provisions. The parties agree that the exclusive jurisdiction of any suits arising out of, relating to, or in any way connected with this CLA shall be in the state or federal courts, as applicable, located in Denver, Colorado.

G. Dispute Resolution. In the event Licensee has a dispute related to the License, Licensee shall notify SAI in writing of the nature of the dispute, describing in reasonable detail the facts and other relevant information underlying the dispute. If corrective action is not agreed upon, the dispute shall be mediated in Boulder, Colorado. If mediation fails, the dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having competent jurisdiction thereof. Notwithstanding the foregoing, SAI may at any time seek interim or permanent relief in any court of competent jurisdiction for disputes relating to non-compliance with confidentiality obligations or any provisions of this CLA or any provision of this CLA involving SAI's intellectual property rights.

H. Amendments. Any amendment or change to this License must be in writing and signed by both Licensee and SAI to be binding.

I. Survival. Sections I(B) & (C), II, IV, V, VI, VII, VIII, and IX shall survive any termination of this CLA.

END OF LICENSE