



General Terms of Service

THE FOLLOWING TERMS OF SERVICE ("AGREEMENT") APPLY TO THE CORE STRENGTHS PLATFORM SERVICES ("SERVICES") YOU ARE USING THAT ARE PROVISIONED BY CORE STRENGTHS, INC. ("CORE STRENGTHS"). BY ACCESSING OR USING ANY PART OF THE SERVICES, YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY, AND BECOME A PARTY TO, TERMS AND CONDITIONS STATED HERE. CORE STRENGTHS' ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS, TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS OF SERVICE.

Last Updated: October 4, 2021

1. Definition

1.1 "Agreement" means collectively, these General Terms of Service, together with each order schedule and all attachments, exhibits, schedules, policies, and instructions incorporated by reference thereto.

1.2 "Company" means the party that the order scheduled was prepared for as stated on the first page of the applicable order schedule which incorporates these Terms of Service.

1.3 "Company Data" means information submitted by, or entered by a User for administrative or general facilitation purposes including, but not limited to, user names, email addresses, account information, credit card information, bank account information, accounting information, transactions and reports.

1.4 "Confidential Information" means any and all information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party"), which is marked "confidential" or "proprietary" or which should reasonably be understood by the Receiving Party to be confidential or proprietary, including, but not limited to, the terms and conditions of this Agreement, and any information that relates to business plans, services, marketing or finances, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, and algorithms of the Disclosing Party.

1.5 "Error" means any errors in the function or operation of the Platform or the Presenter, or any errors in data relating to the Company or Users, maintained in the Platform or the Presenter, whether critical or non-critical.

1.6 "Facilitator" is anyone who has completed a Core Strengths Train-the-Trainer (T3) certification under a duly appointed Core Strengths Master Facilitator or through Core

Strengths' Virtual Certification process. Certified Facilitators must complete all activities specified and demonstrate an understanding of course content and effective presentations skills. Upon completion of these requirements, Certified Facilitators receive a certificate verifying their status.

1.7 "Platform" includes the software and hardware used to provide the Services to Company over the Internet, including Core Strengths Presenter Desktop Software ("Presenter"), Web and/or other Internet services, and any associated offline components, and all updates thereto.

1.8 "Presenter" is a desktop application used by Core Strengths facilitators to deliver the Core Strengths workshops. The Core Strengths Presenter has to be downloaded and installed on the facilitator's desktop, and contains presentation materials, the intellectual property rights of which are solely owned and governed by Core Strengths.

1.9 "Services" means the online, Internet-based software services (including Documentation therefore), more fully described in the applicable order schedule, that are provided by Core Strengths, Inc. ("Core Strengths") through the use of the Core Strengths Platform ("Platform").

1.10 "User" means a named individual who is an employee, consultant, contractor or agent of Company and who is authorized to use the Services, for whom Company has paid fees and who has been supplied user identifications and passwords by Company (or by Core Strengths at Company's request).

1.11 "User Data" means the information keyed in by a User for purposes of the User's Core Strengths SDI 2.0 assessment and his or her own results generated from such assessment.

2. Services

2.1 License. Subject to the terms and conditions of the applicable order schedule, Core Strengths grants Company a non-exclusive, non-transferable, non-sublicensable right to have each User access the Platform and use the Services for its internal business purposes.

2.2 Subscription. Each User must have a paid subscription. User subscriptions are for named Users and cannot be shared or used by more than one User, but may be transferred to new Users from Users who have terminated an employment or contracting relationship with Company, or who otherwise no longer require ongoing use of the Services.

2.3 Facilitation. Users certified as Facilitators, via Core Strengths' Certification (Train-the-Trainer) process, may use the Platform and Presenter for administration, scoring, and interpretation of the instruments contained in the Platform in conjunction with Core Strengths training. Facilitators may neither themselves nor by assisting or authorizing others, reverse engineer, compile, disassemble, or otherwise reduce the Platform, Presenter or any of its content to human perceivable form; modify, adapt, rent, lease, transfer, sublicense, assign, loan, or sell the Platform, Presenter or any of its Services; or create derivative works based on any part of it, including without limitation of the Platform or any of the instruments it contains or any part thereof.

2.4 Restrictions. Company will not, and will not allow any third party to (a) modify, copy, or otherwise reproduce the Platform in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the software used in the Platform; (c) provide, lease or lend the Services or Platform to any third party except as expressly authorized hereunder; (d) remove any proprietary notices or labels displayed on the Platform; (e) modify or create a derivative work of any part of the Platform; (f) use the Services or Platform for any unlawful purpose or (g) create Internet "links" to or from the Platform, or "frame" or "mirror" any of Core Strengths' content which forms part of the Platform.

2.5 Third-Party Providers. Certain third-party providers, some of which may be listed on pages within Core Strengths' website, offer products and services related to the Services, including implementation, customization and other consulting services related to customers' use of the Platform (both offline and

online), such as by exchanging data with the Platform or by offering additional functionality within the user interface of the Platform. Core Strengths does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Core Strengths as "certified," "validated" or otherwise. Any exchange of data or other interaction between Company and a third-party provider, and any purchase by Company of any product or service offered by such third-party provider, is solely between Company and such third-party provider.

2.6 Modifications. The Services are subject to modification from time to time at Core Strengths' sole discretion, for any purpose deemed appropriate by Core Strengths. Core Strengths will use reasonable efforts to provide Company prior written notice of any such modification.

3. Fees, Duration & Payment

3.1 Fees. Core Strengths' current fee schedule is included in the applicable ordering documents. In the event that there are additional products, subscriptions or credits added, which are currently not stated in the fee schedule, Core Strengths reserves the right to change fees or to institute a new fees schedule, at any time, and such additional products, subscriptions or credits will be based on such new fees. Company will be notified in advance of the effective date of changes in fees or new fees via electronic mail. Such changes or new fees will become effective upon the later of Company's next billing cycle or 30 days from the date of notice; however, such revised fees will not affect the prices for Services specified on the then current order schedule during its term.

3.2 Duration of User Subscriptions. Unless otherwise stated in the applicable order schedule: (a) all initial User subscriptions will begin and continue for the initial Subscription Period set forth in the applicable order schedule (the initial "Subscription Period"); (b) any additional User subscriptions added after the beginning of a Subscription Period will continue for the duration of that Subscription Period; (c) pricing for such additional User subscriptions will be the same as that for the pre-existing User subscriptions, prorated for the remainder of the then-current Subscription Period; and (d) all User subscriptions will automatically renew for additional Subscription Period(s) of one year at the then current Core Strengths price and subject to the current version of these Terms of Service on the date of renewal, a copy of which will be provided to the Company two (2) months in advance of such renewal. There shall be no automatic renewal if either party gives the other party notice of non-renewal at least 60 days prior to the end of the relevant Subscription Period.

3.3 Payment. Fees for the Services will be billed in advance as specified in the applicable order schedule. Subscriptions added during the term will be prorated and billed for the remainder of the current order schedule term. Company will pay amounts due and properly invoiced within the period specified on the invoice.

3.4 Suspension of Services. In the event that Company fails to make payment of the invoice within the period as stated in Section 3.3, and such payment is 10 days or more overdue, in addition to any of its other rights or remedies, Core Strengths reserves the right to suspend the provision of the relevant products, subscriptions and credits under the applicable order schedule.

3.5 Overdue Payments. Any late payments will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.6 Taxes. All fees listed in the order schedule(s) are exclusive of any taxes. Company will be responsible for sales or use taxes related to the purchase or use of the products, subscriptions and credits as stated in the applicable order schedule. Core Strengths' will be responsible for any taxes that it is legally obligated to make payment of, including income tax.

3.7 Billing and Contact Information. Company will maintain complete and accurate billing and contact information on the Services at all times.

4. Proprietary Rights

4.1 Ownership. As between Core Strengths and Company, Core Strengths owns all intellectual property rights in the Platform, any Services delivered on the Platform or Presenter, including but not limited to any materials provided at or relating to training, workshops, debriefs and Train-the-Trainer (T3) certifications, workshop facilitator and learner guides, supporting marketing collateral, and any modifications, enhancements, customizations, updates, revisions or derivative works thereof, and all results of services delivered, whether made pursuant to this Agreement or a separate statement of work. No transfer of ownership of intellectual property rights will occur under this Agreement. Insofar as the Company provides any of its intellectual property rights to Core Strengths for publicity purposes or otherwise, this is merely a revocable, non-transferable, non-exclusive license and does not accord any ownership rights to such intellectual property rights. Insofar as Company or any of the Company's employees or

representatives input information into the Platform, all ownership rights of such information belong to Company or the individual who input such information, as the case may be.

4.2 Feedback. Company, from time to time, may submit comments, information, questions, data, ideas, description of processes, or other information provided to Core Strengths ("Feedback"). For any and all Feedback, Company grants to Core Strengths a non-exclusive, worldwide, perpetual, irrevocable license to use, exploit, reproduce, incorporate, distribute, disclose, and sublicense any Feedback in its products and services. Company represents that it holds all intellectual or proprietary rights necessary to grant to Core Strengths such license, and that the Feedback will not violate the personal, proprietary or intellectual property rights of any third party.

5. Confidentiality and Security

5.1 Confidential Information. Each party hereby agrees that it will not use or disclose any Confidential Information received from the other party other than as expressly permitted under the terms of the Agreement or as expressly authorized in writing by the other party. Each party will use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, provided that such standard is at minimum, a reasonable standard of care. Neither party will disclose the other party's Confidential Information to any person or entity other than its officers, principals, employees and subcontractors who need access to such Confidential Information in order to affect the intent of the Agreement and who are bound by confidentiality terms no less restrictive than those in the Agreement.

5.2 Exceptions. The restrictions set forth in Section 5.1 will not apply to any Confidential Information that the Receiving Party can demonstrate (a) was known to it prior to its disclosure by the Disclosing Party; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice thereof, to the extent practicable, to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

5.3 Injunctive Relief. The parties agree that a breach of Section

5.1 may cause irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, the Disclosing Party will be entitled to seek injunctive relief for any threatened or actual disclosure by the Receiving Party.

5.4 Company Data. Company will cooperate with Core Strengths in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Core Strengths may reasonably request. Company will also cooperate with Core Strengths in establishing a password or other procedures for verifying that only designated Users have access to the Services. Company data shall be treated as Confidential Information under this Agreement. Core Strengths will comply with the privacy policy set forth at [Core Strengths Privacy Policy](#) in collecting and using the Company Data.

5.5 Data Compliance. Company shall (a) be responsible for Users' compliance with this Agreement, (b) be solely responsible for the Company Data, and (c) use the Services only in accordance with applicable laws and government regulations. Company shall not (i) upload or otherwise transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, gives rise to civil or otherwise violates any law, (ii) use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks.

5.6 Security. Core Strengths uses commercially reasonable practices, including encryption and firewalls, to ensure that Company Data is disclosed only to Company and Users. However, Company acknowledges that the Internet is an open system and Core Strengths cannot and does not warrant or guarantee that third parties cannot or will not intercept or modify Company Data.

5.7 Passwords. As part of the registration process, Company will select passwords for accounts. Company is responsible for maintaining the confidentiality of passwords, and Company agrees that Core Strengths has no liability with regard to the use of such passwords by third parties. Company agrees to notify Core Strengths immediately if Company has any reason to believe that the security of Company's account has been compromised.

5.8 Unauthorized Access. Company will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Core Strengths promptly of any such unauthorized access or use. Company shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto. Any conduct by Company that, in Core Strengths' discretion, restricts or inhibits any other Core Strengths' customer from using or enjoying the Services is expressly prohibited.

6. Availability

6.1 Availability. Core Strengths uses commercially reasonable efforts to maintain availability of the Services and Platform 24 hours per day, 7 days per week, in accordance with Core Strengths' Buy with Confidence Program.

6.2 Downtime. Scheduled and unscheduled interruptions may occur, and Core Strengths does not warrant uninterrupted availability of the Platform. Normal software or hardware upgrades are scheduled for nights and weekends, Pacific Standard Time, and designed to cause a minimum amount of interruption to Services and Platform availability. Company will be notified of scheduled interruptions in advance. In the event that an unscheduled interruption occurs, Core Strengths will use commercially reasonable efforts to resolve the problem and return the Platform to availability as soon as practical. During these scheduled and unscheduled interruptions, Company may be unable to transmit and receive data through the Platform. Company agrees to cooperate with Core Strengths during the scheduled and unscheduled interruptions.

6.3 Suspension. Core Strengths reserves the right to suspend Company's access to the Services: (i) for scheduled or emergency maintenance, or (ii) unavailability of services (including network and hosting services) provided by a third-party service provider. Core Strengths may also temporarily restrict Company's access to parts of the Services for maintenance or administration purposes without notice. In the event that such suspension is for a period of more than five (5) days a month, Core Strengths and Company will negotiate in good faith to see if there should be a corresponding reduction in fees for that billing period.

7. Support and Consulting Services

7.1 Technical Support. Core Strengths will provide standard technical support through a variety of systems, including on-line help, FAQ's, training guides and templates. Core Strengths is not obligated to maintain or support any customization to the

Platform or Services except under a separate agreement signed by the parties.

7.2 Consulting Services. Any Consulting Services, training or other forms of services provided by Core Strengths are outside the scope of this Agreement.

8. Term & Termination

8.1 Term. This Agreement is effective on the Effective Date of any contractual agreement entered into between Core Strengths and Company that involves use of the Platform and Services, and will terminate when (a) all Subscription Periods and any renewals thereof entered into pursuant to these Terms of Service have expired or been terminated or (b) this Agreement is otherwise terminated as provided for herein.

8.2 Termination for Cause. Either party may terminate this Agreement and the affected order schedule for cause upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. In addition, Core Strengths may terminate this Agreement immediately for any failure of Company to pay amounts due as per the order that are 10 days or more past due.

8.3 Effect of Termination. Termination will not relieve Company of the obligation to pay any fees due or payable to Core Strengths prior to the effective date of termination, including annual fees, implementation fees, training fees, User subscription fees, or any other fees or payments that Company has committed to under the Agreement. Sections 4, 8.4, 9.4, 10, 11 and 12 will survive any termination or expiration of the Agreement. Sections 5.1-5.3 will survive for 3 years after termination of the Agreement.

8.4 Return of Materials. All Confidential Information, designs, drawings, formulas or other data, financial information, business plans, literature, and sales aids of every kind will remain the property of the Disclosing Party. No later than 30 days after termination, if there is such a request by the Disclosing Party, the Receiving Party will prepare all such Materials in its possession for delivery to the other at the Disclosing Party's expense. Where such a request is made by the Disclosing Party, the Receiving Party will not make or retain any copies of any Confidential Information.

8.5 Company Data. In the event of any termination of the applicable order schedule or this Agreement, Company Data will be made available to Company either from Core Strengths or through a third-party offsite storage provider for up to 90 days after termination. Reasonable storage charges may apply.

8.6 User Data. The individual who participated in the Core Strengths SDI 2.0 assessment owns his or her results, regardless of whether the assessment was purchased by the Company. Only this individual can give permission to share his or her results. If an employer, coach, consultant, or other individual or entity (collectively, the "Purchaser") purchases the assessment for an individual, the Purchaser may be granted access to the results, but the individual will still own the results, and the Purchaser may not share the individual results without prior consent from the individual. Purchasers who receive access to individual results have an obligation to protect the privacy and confidentiality of the individual. Some Users, as designated by Company, are able to change account settings, such as making all SDI 2.0 results visible to members of Company's account. Any user who makes decisions about account settings expressly warrants that they have the right to do so. Company is responsible for selecting appropriate account settings and for compliance with any and all requirements regarding the use of data in Company's account.

9. Warranties

9.1 Authority. Each party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state of its incorporation and residence. Each party represents that it has all requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

9.2 Warranty. Core Strengths warrants that, (i) the Services will function substantially in conformance with Availability and Downtime terms outlined in section 6.1 and 6.2, and (ii) any related Consulting Services provided by Core Strengths will be performed consistent with accepted industry standards.

9.3 Notices and Correction of Errors. Company will notify Core Strengths in writing of any Errors. Core Strengths will use commercially reasonable efforts, at its own expense, to determine if there is an Error, and to correct or remedy Errors within 30 days of such notice. Company will make reasonably appropriate adjustments to mitigate adverse effects of any Error until Core Strengths corrects or remedies such Error.

9.4 DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, Core Strengths

DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, SYSTEM, AND DOCUMENTATION, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. COMPANY ACKNOWLEDGES AND AGREES THAT NEITHER Core Strengths NOR ANY SYSTEM, SERVICES, DOCUMENTATION, DATA, OR MATERIALS PROVIDED BY Core Strengths WILL BE CONSTRUED AS PROVIDING ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO COMPANY, END USERS, OR ANY THIRD PARTY. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS.

9.5 Remedies. For any breach of the warranties contained in Section 9.2, Company's exclusive remedy, and Core Strengths' entire liability, shall be (i) in the case of an Error in the Services, the correction of Errors that cause breach of the warranty, or if Core Strengths is unable to make the Services operate as warranted, Company shall be entitled to terminate this Agreement; (ii) upon written request by Customer within 30 days after the end of the year, Core Strengths will issue a credit in Customer's next invoice in an amount equal to 1% of the yearly fee for the affected Services, for each 1% loss of Service beyond stated availability, and excluding downtime resulting from (a) scheduled or unscheduled maintenance, (b) events of Force Majeure, (c) malicious attacks on the system, (d) issues associated with the Company's computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Company or User, up to a maximum of the Customer's fee for the affected Services; and (iii) in the case of a breach of warranty with respect to the consulting services, the reperformance of the consulting services, or if Core Strengths is unable to perform the consulting services as warranted, Company shall be entitled to recover the fees paid to Core Strengths for the nonconforming consulting services.

10. Indemnification

10.1 Core Strengths Indemnification. Core Strengths agrees to indemnify Company against any losses or damages finally awarded against Company incurred in connection with a third party claim alleging that the Company's use of the unaltered Services or Platform infringes or misappropriates any U.S. patent, copyright, or trade secret of such third party, provided that Company (a) provides prompt written notice of such claim

to Core Strengths, (b) grants Core Strengths the sole right to defend such claim, and (c) provides to Core Strengths all reasonable assistance. In the event of a claim or threatened claim under this Section by a third party, Core Strengths may, at its sole option, (i) revise the Services and/or Platform so that they are no longer infringing, (ii) obtain the right for Company to continue using the Services and Platform, or (iii) terminate the Agreement upon 10 days notice. THIS SECTION 10.1 REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF Core Strengths AND THE EXCLUSIVE REMEDY OF COMPANY FOR INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY RIGHTS.

10.2 Indemnification by Company. Subject to the Agreement, Company will defend, indemnify and hold Core Strengths harmless against any loss or damage incurred in connection with claims made or brought against Core Strengths by a third party alleging that the collection and use of Company Data infringes the rights of a third party; provided, that Core Strengths (a) provides prompt written notice of such claim to Company, (b) grants Company the sole right to defend such claim, and (c) provides to Company all reasonable assistance.

11. Limitation of Liability

EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. THE AGGREGATE LIABILITY OF ONE PARTY TO THE OTHER FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION (AND WHETHER IN CONTRACT OR IN TORT) WILL BE LIMITED TO THE LESSER OF USD \$100,000 OR THE TOTAL AMOUNT PAYABLE TO Core Strengths UNDER THIS AGREEMENT.

12. General Provisions

12.1 Notices. Except as otherwise specified in the Agreement, all notices under the Agreement will be in writing and will be delivered or sent by (a) registered or certified mail, return receipt requested, postage prepaid; or (b) U.S. express mail, or national express courier with a tracking system, to the address specified in the applicable order schedule. Notices will be deemed given on the day actually received by the party to whom the notice is addressed.

12.2 Independent Contractors. The relationship of Core Strengths and Company is that of independent contractors. Neither party has any authority to act on behalf of the other party or to bind it, and in no event will the parties be construed to be partners, employer-employee, or agents of each other.

12.3 Governing Law Arbitration; Venue. The validity, construction and interpretation of the Agreement will be governed by the internal laws of the State of California, excluding its conflict of laws provisions. Except for the right of either party to apply to a court for a temporary restraining order, a preliminary injunction, or other equitable relief, any controversy, claim or action arising out of or relating to the Agreement will be settled by binding arbitration in San Diego County, California, under the rules of the American Arbitration Association by 3 arbitrators appointed in accordance with such rules. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in San Diego County, California for any action permitted under this Section, challenge to this Section, or judgment upon the award entered.

12.4 Assignment. The Agreement may not be assigned by either one of the parties by operation of law or otherwise, without the prior written consent of the other party, which consent will not be unreasonably withheld. Such consent is not required in connection with the assignment of the Agreement pursuant to a merger, acquisition or sale of all or substantially all of the assigning party's assets.

12.5 Force Majeure. Notwithstanding any provision contained in the Agreement, neither party will be liable to the other to the extent fulfillment or performance of any terms or provisions of the Agreement are delayed or prevented by revolution or other civil disorders; wars; strikes; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; government action; or, without limiting the foregoing, any other causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. This section will not apply to the payment of any sums due under the Agreement by either party to the other.

12.6 Compliance with Laws. Each party will be responsible for compliance with all applicable laws and government regulations in the process of marketing, delivering and using the Services.

12.7 Press Releases. Core Strengths may not use Company's name and logo in Core Strengths' marketing program including use on Core Strengths' company website, marketing literature, and in press releases except with prior written consent of the

Company and approval of any such marketing literature or press release prior to it being published.

12.8 Miscellaneous. Headings in the Agreement are for reference purposes only and will not affect the interpretation or meaning of the Agreement. If any provision of the Agreement is held by an arbitrator or a court of competent jurisdiction to be contrary to law, then the remaining provisions of the Agreement will remain in full force and effect. No delay or omission by either party to exercise any right or power it has under the Agreement will be construed as a waiver of such right or power. A waiver by either party of any breach by the other party will not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights.

12.9 Counterparts; Fax Signatures. The Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same Agreement.

12.10 Order of Precedence. These Terms of Service are hereby incorporated by reference for purposes of the Agreement between the parties. The Agreement and any additional statements of work constitutes the entire agreement between Core Strengths and Company with respect to the subject matter hereof. The Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter. No modification of the Agreement will be effective unless contained in writing and signed by an authorized representative of each party. Notwithstanding applicable law, electronic communications will not be deemed signed writings. Additional order schedules may be added to the Agreement by reference to these Terms of Service, provided that each such order schedule is signed by both parties. No term or condition contained in Company's purchase order or similar document will apply unless specifically agreed to by Core Strengths in writing, even if Core Strengths has accepted the order set forth in such purchase order, and all such terms or conditions are otherwise hereby expressly rejected by Core Strengths.

12.11 Certified Facilitators Platform Usage. Certified Facilitators may facilitate Core Strengths training using the Core Strengths Platform and Presenter, within the Company, in accordance with this Agreement. Core Strengths training and all intellectual property and proprietary rights of any kind associated therewith, arising therefrom, and relating thereto, are the sole property of Core Strengths. Nothing in this Agreement will transfer to Facilitator any ownership of, or right to retain beyond the term

of this Agreement, any materials provided to Facilitator as part of Facilitator's certification or in connection with any Core Strengths training.

12.12 Selection. Company acknowledges that Core Strengths SDI 2.0, 360 Feedback, and Role Expectations assessments are not validated as selection/hiring tools under the Uniform Guidelines promulgated by the EEOC, and as such, you will not use Core Strengths SDI 2.0, 360 Feedback, and Role Expectations assessments as a hiring tool or for selection purposes.

12.13 Disclosure. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.

12.14 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.