On Demand All-Access Pass Order Form

CLIENT INFORMATION

On Demand "All Access" Pass /12 month term (please check the appropriate option below)

- ☐ $5,000 –500 agents or less – Standard Pricing
- ☐ $7,500 – 501+ agents – Large Contact Center Pricing

Company: _____ Number of Agents_____

Primary Contact Name _____ Title _____

Address _____

City _____State _____ Zip _____

Country _____Postal Code _____

Phone _____ Email Address _____

PAYMENT

Note: Payment in full must be received prior to receiving access to services

Total Enclosed: $_____

☐ Check # _____enclosed in US Funds payable to ICMI (Mail checks to: ICMI, 121 S. Tejon Street, Suite 1100, Colorado Springs, CO 80903, Attn: Caitlin Selva)

☐ Charge my ■ AMEX ■VISA ■ Master Card

Credit Card # _____

Security Code # _____ Exp. Date _____

Print Name _____ Signature _____

Additional Billing Instructions:

The undersigned hereby expressly represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Licensee named above and acknowledges that he/she has read and accepts all the terms of this Agreement.

Authorized Signature _____ Date:_____

Name:_____

Title:_____

Date:_____

For ICMI Use ONLY

Accepted By _____

Date _____

Payment Received ("Effective Date") _____

Online Courseware License Agreement Terms & Conditions

This Online Courseware License Agreement (the "Agreement") is entered into between the contracting company named above ("Licensee") and ICMI, a part of United Business Media (UBM) LLC whose principal place of business is located at 121 S. Tejon Street, Suite 1100, Colorado Springs, CO 80903 ("ICMI" or "Licensor"). ICMI is in the business of offering virtual training classes, which are offered both "live" and are also recorded for on-demand viewing (the "All-Access Pass"), for the purpose of educating contact center professionals. Licensee wishes to access the number of courses specified Section 1 herein and purchase a limited temporary license for use by Licensee's employees for whom it has paid a fee (the "Fee").

1. **Services.** ICMI agrees to supply its application hosting services for the All-Access Pass to Licensee. Licensee agrees to pay for use of the All-Access Pass, pursuant to the terms listed herein. ICMI grants Licensee access to live and on-demand viewing of the All-Access Pass via inbound Internet connectivity.
2. **Availability of Services.** Services will be available when connectivity is through established telecommunication providers. Service is subject to interruption when telecommunication service is subject to transmission limitation and/or interruptions including access to the public Internet. ICMI guarantees ninety-nine percent (99%) availability of its data center and the application services contained therein.
3. **Service Maintenance.** ICMI reserves the right from time to time to take the service offline to publish updates or to perform hardware maintenance. ICMI will endeavor to schedule such maintenance periods between 1:00 a.m. and 8:00 a.m. EST and limit the duration of any such maintenance periods to sixty (60) minutes or less. In the event a maintenance period is scheduled to (a) occur outside the aforementioned period; (b) will last for more than sixty (60) minutes; or (c) will result in a significant change to the user experience and navigation while using the service, the ICMI will provide three (3) days prior notification of the interruption to the Licensee and further indicate the nature of the changes, if any. Otherwise, no advance notice will be given.
4. **Term; Termination.** The term of this license for the All-Access Pass is for a period of one year (the "Term") and shall expire one year from the date on which payment was received (the "Effective Date"). Once the Term ends, the Licensee and this Agreement will automatically terminate as to the All-Access Pass. Licensee will not be permitted to access the All-Access Pass and related coursework at a later time unless Licensee re-selects the All-Access Pass and pays the applicable fees to ICMI. All fees are deemed fully earned and are non-refundable. Either party may terminate this Agreement upon thirty (30) days written notice to the other party: (a) if the other party becomes subject to any bankruptcy law and/or if the business of such other party is placed in the hands of a receiver, or a trustee in bankruptcy, whether by voluntary act of such party or otherwise, or (b) if the other party breaches this Agreement, which breach is either not cured within thirty (30) days after receipt of written notice from the non-breaching party, or is incapable of being cured. All fees are deemed fully earned and non-refundable upon execution of this Agreement. Termination by Licensee must be in writing and will be effective upon receipt by ICMI of an email addressed to icmi@icmi.com.
5. **Payments to ICMI.**
   Fees Client shall pay ICMI for all Services; payment is due upon execution of this Agreement. Access to the Services will not be provided until payment in full is received by ICMI.
6. **License Restrictions.** Upon payment of the Fees, ICMI grants to Licensee a temporary, non-exclusive, non-assignable, limited license permitting employees and agents of Licensee for whom a fee has been paid to access the All-Access Pass during the Term. Only the employees and agents of Licensee for whom a Fee has been paid may access the All-Access Pass. Licensee agrees: (a) not to remove any notices in the All-Access Pass coursework (the "Materials"), (b) not to sell, transfer, rent, lease, or sublicense the Materials or related documentation to any third party; (c) not to modify the Materials; (d) not to copy the Materials, and (e) not to reverse engineer, decompile, convert to another media, make a derivative work of the Materials or disassemble the Materials.
7. **Grant of License.** ICMI licenses the Materials to Licensee subject to the terms and conditions in this Agreement. TITLE TO THE MATERIALS, OR ANY COPY, MODIFICATION OR MERGED PORTION OF THE LICENSED MATERIALS OR RELATED COURSEWORK, SHALL AT ALL TIMES REMAIN WITH ICMI. License e agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the licensed Materials, except for the limited express rights granted in this Agreement. ICMI agrees to indemnify and hold harmless Licensee of and from any and all claims, demands, losses, causes of action, damage, lawsuits judgments including any reasonable attorney's fees and costs arising at of or relating to ICMI's breach of any of the warranties in the preceding sentence.
8. **Warranties of ICMI.** ICMI represents and warrants that: (a) ICMI has the license and authority to enter into this Agreement; (b) ICMI is the owner or licensee of all rights necessary and appropriate to grant the licenses and rights hereunder with respect to the Services and any portions thereof, including, but not limited to, documents, text, photographs, video, pictures, animation and sound recordings; (c) the Services are original except for material in the public domain and such excerpts from other works as may be included within the written license to ICMI of the copyright owners; (d) the Services do not contain any libelous material; and (e) the Services do not invade or violate any right of privacy, personal or proprietary right, or other common law or statutory right.
   EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ALL LICENSED MATERIALS ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, FOR THE LICENSED MATERIALS AND RELATED COURSEWORK. ALL RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURANCY AND EFFORT IS ASSUMED BY LICENSEE. ICMI AND ITS PRODUCERS, LICENSORS, AND SUPPLIERS, DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. THIS WARRANTY GIVES LICENSEE SPECIFIC RIGHTS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. NEITHER ICMI NOR ITS PRODUCERS, LICENSORS, OR SUPPLIERS WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS OR THAT THE OPERATION OF THE LICENSED MATERIALS WILL BE ENTIRELY ERROR FREE. ICMI AND ITS PRODUCERS, LICENSORS AND SUPPLIERS ARE NOT RESPONSIBLE FOR ANY COSTS, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, LOSS SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH INFORMATION, THE COST OF SUBSTITUTE SERVICES OR SOFTWARE, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ICMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS BY THIRD PARTIES. NO ORAL OR WRITTEN INFORMATION GIVEN BY ICMI, ITS

AGENTS OR EMPLOYEES, SHALL CREATE ANY ADDITIONAL WARRANTY, AND IN NO CASE SHALL ICMI'S LIABILITY EXCEED THE AMOUNT OF THE LICENSEE FEE ACTUALLY PAID BY LICENSEE. NO MODIFICATION OR ADDITION TO THIS WARRANTY IS AUTHORIZED UNLESS IT IS SET FORTH IN WRITING, REFERENCES THIS AGREEMENT, AND IS SIGNED ON BEHALF OF ICMI BY A CORPORATE OFFICER.

9. **Intellectual Property.** UBM hereby grants to Licensee a non-exclusive worldwide license to use internally, copies of UBM's Intellectual Property (as defined herein), solely as it appears in, or is used in connection with, the Services. For purposes of this agreement, UBM's Intellectual Property shall mean: (i) ICMI and UBM trademarks, trade names and logos; (ii) tools, templates and/or methods used by Everything Channel and/or UBM to design, create, generate or otherwise develop the Services, (iii) data collected or materials obtained by ICMI and/or UBM from third party sources other than Licensee; (iv) any previously published or pre-existing content of ICMI and/or UBM that is incorporated in and used in conjunction with the Services and (v) any patent, copyright, trade secret or other proprietary or intellectual property rights of ICMI and/or UBM with respect to any of the foregoing. Licensee may not provide UBM's Intellectual Property (including without limitation ICMI and/or UBM methodologies) to any other party without written permission from ICMI and/or UBM. Licensee agrees to keep UBM's Intellectual Property and materials confidential, except to Licensee's affiliate organizations, as needed. Licensee shall be restricted to limiting its disclosure of UBM's Intellectual Property exclusively for purposes of its sales training Services provided in accordance with this Agreement. All documents and materials provided to ICMI and/or UBM by Licensee, as a part of the services contemplated in this Agreement are and shall remain the property of Licensee and shall be promptly returned to Licensee by ICMI and/or UBM upon termination of this Agreement.

10. **General Terms**

a. **Notices.** Any notice or other communication under this Agreement must be in writing and will be deemed given when delivered personally, when sent by certified or registered mail, return receipt requested, or when sent by a nationally recognized courier service, to the recipient at the following address (or at such other address as either party may hereafter designate by notice given to the other in accordance with this provision):

i. Notices to UBM will be effective only when addressed to: United Business Media LLC, 121 S. Tejon Street, Suite 1100, Colorado Springs, CO 80903, Attn: ICMI Allyson Rollins (or another individual designated by proper notice under this Agreement), with a copy sent to United Business Media LLC, 600 Community Drive, Manhasset NY 11030, Attn: Legal Department.

ii. Notices to Contractor will be effective only when addressed to Contractor at the address set forth above (or to another individual designated by proper notice under this Agreement).

b. Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder except with the prior written consent of the other party, provided that UBM may assign any of its rights or obligations to any entity that controls, is controlled by or is under common control with UBM. Any attempt to assign this Agreement except as permitted under this Section 10 will be null and void.

c. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflict or choice of laws rules.

d. **Remedies**. The rights and remedies provided for in this Agreement will be cumulative; resort to one right or remedy will not preclude resort to another or to any other right or remedy provided for by law or in equity.

e. **Attorneys' Fees.** In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees, costs and necessary disbursements, if awarded by an arbitrator or a court of competent jurisdiction, in addition to any other relief to which it may be entitled, from the non-prevailing party.

f. **Modification.** This Agreement may be amended only by written agreement of the parties, which is signed by authorized representatives of both parties. No waiver or modification of any provision of this Agreement will be binding unless it is in writing and signed by each of the parties. No waiver of a breach hereof will be deemed to constitute a waiver of a further breach, whether of a similar or dissimilar nature.

g. **Severability**. If any provision of this Agreement or the application of them is determined to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect, without regard to the invalidity of the provision, and this Agreement will be construed as if the provision had never been in this Agreement.

h. **Entire Agreement.** This Agreement constitutes the entire agreement between Licensee and ICMI with respect to the subject matter and supersedes any and all previous or contemporaneous agreements and understandings with respect to such subject matter.