

## LIFESTYLE REDESIGN® COURSE AGREEMENT

Please read and maintain a copy of this Course Agreement (this “**Agreement**”), agreed to upon submission of your registration form.

### Recitals

- A. The University of Southern California, a California nonprofit public benefit corporation, on behalf of its USC Mrs. T. H. Chan Division Occupational Science and Occupational Therapy (“**USC**”) provides continuing education courses pursuant to which the Course participant (the “**Participant**”) can become certified in Lifestyle Redesign® (the “**Course**”);
- B. The Course is designed to prepare Participant to take and pass a certification exam, after which Participant will be certified in Lifestyle Redesign® and will have access to USC proprietary materials.
- C. Participant desires to have access to the Course and USC desires to provide the Course to the Participant in accordance with the terms and conditions set forth in this Agreement.

### Agreement

Now, therefore, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

#### 1. **Term and Termination.**

1.1 **Term.** The term of the Agreement begins on the date Participant agrees to its terms by submitting a Course registration form and will continue for a period of one (1) year, unless earlier terminated as provided herein (the “**Term**”).

1.2 **Termination.** USC may terminate this Agreement by written notice to Participant, effective upon Participant’s receipt of such notice, if Participant breaches any term or condition of this Agreement and the default has not been remedied to USC’s satisfaction within fifteen (15) days after the Participant’s receipt of the notice of breach.

1.3 **Survival.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement or which provide meaning or context to any other provision will remain in effect after termination or expiration.

2. **Course Access.** The Course shall be provided to Participant during the Term upon completion of online registration using RegFox and receipt by USC of Participant’s payment of the course fee.

3. **License.** Subject to the terms and conditions of this Agreement, USC grants Participant a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license for the Participant to use the Course Materials, as defined in Section 4 in connection with participation in the Course, pursuant to the terms of this Agreement during the Term (the “**License**”).

4. **Ownership and Limitation of License.** The Course, all content within the Course, any intellectual property provided in the Course, including all text, editorial content, images, graphics, logos, illustrations, photographs, video, audio, online lectures, sample worksheets, sample OT documentation forms, and other materials, as well as the designs, icons, layout, "look and feel," and all other graphical elements comprising the Course and all code and software relating to the Course and all intellectual property rights in any of the foregoing (collectively, the “**Course Materials**”) are the sole and exclusive property of USC. Participant may not transmit, copy, store, publish, or otherwise distribute any Course Materials in any form or by any means, except as expressly set forth in this Agreement or as otherwise authorized in writing by USC. In addition, Participant may not use the Course Materials to teach the Course to any third party. Participant may not make copies of USC templates provided in the Course, except to use in Course assignments, learning activities, or preparation for the Lifestyle Redesign® certification exam. Except for the limited License granted to Participant herein, all right, title and interest in the Course Materials herein are and shall remain the exclusive property of USC. Participant agrees that nothing in this Agreement shall give Participant any right, title, or interest in the Course Materials other than the right to use the same in accordance with this Agreement.

5. **Disclaimer of Warranties; Limitation of Liability.**

5.1. **Professional Judgment.** In providing the Course and the Course Materials, USC is not engaged in rendering medical, legal, or other professional services. The Course is made available for the assistance and convenience only of Participant and not as a substitute for analysis or judgment.

5.2. **Disclaimer.** THE COURSE IS MADE AVAILABLE TO PARTICIPANT "AS IS," WITH NO GUARANTEE OF COMPLETENESS, ACCURACY OR TIMELINESS. USC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT RELATING TO THE CONTENT AND LICENSE GRANTED HEREUNDER.

5.3. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL USC BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH

DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, RESULTING FROM A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, OR ARISING DIRECTLY OR INDIRECTLY OUT OF PARTICIPANT'S USE OF THE COURSE OR PARTICIPANT'S RELIANCE ON ANY COURSE MATERIALS, REGARDLESS OF WHETHER USC WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

5.4. USC's Liability. USC'S LIABILITY TO PARTICIPANT FOR ANY CLAIM FOR DAMAGES RELATING TO THE COURSE OR THE COURSE MATERIALS SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT OF THE COURSE FEE PAID BY PARTICIPANT.

6. **Confidential Information.** During the Term, each party may have access to the other party's confidential or proprietary information. Each party agrees, with respect to such information, including the terms of this Agreement, not to disclose such information to any person or entity, or use such information other than in furtherance of the purposes of this Agreement.

7. **Indemnification.** Participant shall fully indemnify, defend, and hold harmless USC, its affiliates, and their respective officers, employees, and representatives from and against any and all damages, losses, damages, expenses, and liability, including without limitation reasonable attorney's fees and expenses (collectively, "**Loss**"), due to claims, suits, actions, demands, or other proceedings arising from the use by Participant of the Course or the Course materials, provided that such Loss does not arise from the gross negligence or willful misconduct of USC.

8. **Use of Name.** Except as required by law or permitted by this Agreement, neither party shall use the name, logo, trademark, or symbol of the other party or its affiliates in any advertising or promotional material without the prior written consent of the other party. Participant acknowledges and agrees that it will not use Lifestyle Redesign® in connection with Participant's practice until Participant is certified, provided, however, that Participant may assert that Participant is in the process of obtaining certification and that services provided by Participant are informed by Lifestyle Redesign®.

9. **Independent Contractors.** It is expressly agreed by the parties hereto that USC and Participant are independent contractors and nothing in this Agreement is intended to create an employer relationship, joint venture, or partnership between the parties. No party has the authority to bind the other.

10. **Governing Law; Dispute Resolution.** This Agreement will be construed and enforced in accordance with the laws of California, without regard to conflict of law rules. All disputes arising under or in connection with this Agreement shall be submitted to JAMS or successor organization for binding arbitration by a single arbitrator. The arbitrator shall be selected by JAMS in an impartial manner determined by it. The arbitration hearing will be commenced within one hundred eighty (180) days of the filing of an arbitration demand with JAMS by any party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days of the conclusion of the hearing. The arbitrator

shall have complete authority to render any and all relief, legal and equitable, appropriate under this Agreement. The arbitrator shall award costs of the proceeding, including reasonable attorneys' fees, to the party determined to have substantially prevailed.

**11. Notice.** All notices and/or other communications made in accordance with this Agreement shall be sufficiently made or given if delivered by hand, or sent by overnight receipted mail, postage prepaid, or by reasonable, customary and reliable commercial overnight carrier in general usage to the address of the party noted in the signature block. Notice will be deemed to have been duly given on the date of receipt if delivered personally; the day of delivery as indicated by the signature on the air bill (or copy thereof) if by overnight courier; or the day of dispatch if delivered by mail.

**12. Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written, between the with respect thereto. Failure by a party to enforce any rights under this Agreement will not be construed as a waiver of such rights nor will a waiver by a party in one or more instances be construed as constituting a general continuing waiver or as a waiver in other instances. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

**13. Assignment.** Participant may not assign its rights or duties under this Agreement (including, without limitation, the License granted hereunder) without the prior written consent of USC. Any attempt on the part of Participant to assign, sublicense, or transfer Participant's rights under this Agreement shall be invalid and void. USC shall have the right to assign its rights and obligations under this Agreement and all its right, title and interest in the Course and its materials without the consent of Participant.

**14. Counsel.** Participant acknowledges that it has had reasonable opportunity to consult with its own counsel regarding the Agreement, and that it fully understands all of the terms and provisions hereof and its rights and obligations hereunder.

[end of Agreement]