



## TRAINING SERVICES AGREEMENT

The registrant who completes the registration form on the BigOrangeSquare.com website ("Registrant") hereby agrees to the terms set forth in this Training Services Agreement with Big Orange Square LLC, a Colorado limited liability company ("Big Orange Square"), as a condition to Big Orange Square accepting Registrant's registration.

**Registration Fees; Refunds:** Class registration fees, including any group discounts, displayed on or linked to the "Classes" page of the Big Orange Square website or otherwise publicized by Big Orange Square are subject to adjustment by Big Orange Square from time to time without prior notice. Class fees are payable in any of the forms indicated on the Big Orange Square website at the time of registration. Taxes and other charges imposed by governmental entities may be added to the registration fees and collected by Big Orange Square.

Fees are non-refundable once registration is acknowledged via the Big Orange Square website, except that Registrant may either (a) transfer the registration to another Big Orange Square class held on a different date before or within one year after the originally scheduled class or (b) request a refund, less an administrative charge of \$100.00, if notice of rescheduling or cancellation is given in writing to Big Orange Square at least 14 days prior to the scheduled class date. Class registration is personal to Registrant, and cannot be transferred to another participant. If Registrant's cancellation reduces the number of participants in a registered group that otherwise was entitled to a group discount below the number required for the discount, the amount of that group discount will be deducted from any refund to Registrant.

Registration fees cover Registrant's attendance at the scheduled class session(s), class materials, registration for certification by the Scrum Alliance after Registrant completes class attendance and any testing required by the Scrum Alliance, and, at the discretion of Big Orange Square, refreshments during class sessions. Fees do not include travel expenses or accommodations, which must be booked and paid for by Registrant separately. Any refreshments provided may not be free of allergens or contaminants, and Big Orange Square and its owners, managers, officers, employees and agents shall have no liability for any adverse reaction of Registrant to the refreshments or for any impurity or harmful substance contained therein.

Big Orange Square does not guarantee that Registrant will be certified by the Scrum Alliance, which grants such certification solely at its discretion. Big Orange Square will not register Registrant for certification by the Scrum Alliance unless Registrant has actively participated in the class during 95 percent of the class time. Registrant is not considered to be actively participating during any time when he or she is using a cellphone, computer or other communications device for purposes not directly pertaining to the class, or is discussing any matter not pertaining to class subject matters with any person either remotely or in person.

If Registrant engages in behavior during the class, or during breaks from class, that an instructor deems disruptive or offensive and refuses to cease such behavior after an instructor so requests, Registrant may be ejected from the class without any refund.

**Rights to Class Materials:** Big Orange Square uses certain materials in written, electronic and other forms that are created by Big Orange Square and third parties for use in connection with Big Orange Square classes (collectively, the "Materials"). Certain of the Materials may be subject to license terms stated in or on the Materials, or at a location identified in or on the Materials. If no license terms are otherwise specified, Registrant is granted a nonexclusive, non-assignable, non-transferrable, non-sublicensable, revocable, royalty-free license to use such Materials in connection with the class and with the scrum certification process following the class, which license becomes effective when the Materials are provided to Registrant and expires on the first anniversary of the date on which the class began. Registrant irrevocably agrees to comply with the license terms applicable to the various Materials.

All copyrights in and to the Materials are owned by Big Orange Square and its third party providers, and no copyright in any form or jurisdiction is granted to Registrant. Registrant acknowledges and agrees that, except for the limited licenses in the Materials described in the preceding paragraph, Registrant shall have

no right, title or interest in and to any information in any form or medium that is provided, or displayed or made available to, Registrant in connection with the class or the scrum certification process following the class, all of which Registrant acknowledges and agrees are owned by Big Orange Square or its third party providers. Registrant agrees that he or she will not copy in any form or medium, or create derivative works, excerpts, condensations or translations from, any of such information without the prior written consent of Big Orange Square, which may be withheld in its sole discretion.

Registrant acknowledges and agrees that all ideas, inventions, know-how, methodologies and processes, expressions and other intellectual property contained or disclosed in the Materials or created, displayed or disclosed during or in connection with Big Orange Square classes, and all improvements, modifications, enhancements and derivative works made in connection therewith by any person, are the sole property of Big Orange Square or its third party providers.

Class Cancellation/Rescheduling by Big Orange Square: Big Orange Square uses its commercially reasonable efforts to hold all scheduled classes at the locations and on the dates and times indicated on its website. However, Big Orange Square reserves the right to cancel a class if fewer than the minimum numbers of students set by Big Orange Square have completed registration 14 days before the class is scheduled to begin. In addition, occasionally an event beyond the control of Big Orange Square will make it impossible or impractical to hold one or more scheduled classes. Those events could include, but are not limited to, an instructor's illness, transportation strikes, severe weather events, national security concerns and other developments which cannot reasonably be foreseen or avoided. Big Orange Square advises Registrant to obtain insurance coverage to compensate Registrant for any costs incurred by Registrant as a result of travel delays, travel cancellations and class cancellations.

Big Orange Square will endeavor to give registrants as much notice as possible of any class cancellation, and notice of any rescheduled class of the same type to be held in the same or a similar location. Registrant acknowledges and agrees that Big Orange Square will have no obligation to compensate Registrant for any losses or costs, including unused hotel accommodations or airfare, resulting from a class cancellation, rescheduling or delay.

Instructors: Big Orange Square selects instructors who are knowledgeable in the subject matters to be covered by the classes. Registrant understands and agrees that he or she is not relying on any particular individual teaching the class for which he or she is registering, and that different instructors may present various elements of the class.

Physical Activities; Third Party Actions/Omissions: Travel to and from the class location, and activities engaged in by Registrant during the class or during breaks from the class, may involve physical activity by Registrant which Registrant may be incapable of performing or which may be harmful to Registrant. If at any time during the class Registrant is concerned that an activity suggested by an instructor may be harmful to Registrant, Registrant agrees to notify the instructor promptly and not engage in that activity. Registrant irrevocably agrees that Big Orange Square and its owners, managers, officers, employees and agents shall have no liability or obligation in connection with any physical act or activity engaged in by Registrant during, or in connection with, the class, or any harm to Registrant therefrom, and hereby irrevocably waives and releases Big Orange Square and such persons from any and all liability in connection therewith.

Big Orange Square and its owners, managers, officers, employees and agents shall have no obligation or liability to Registrant with respect to actions or failures to act of travel service providers, the owners of venues at which classes are held, or class participants or other third parties.

Registrant's Personal Information & Images: Information provided by Registrant to Big Orange Square and its personnel during the class registration process, during, before and after the class sessions, and in connection with scrum certification or feedback following the class, may be used by Big Orange Square in its business generally, including for marketing and social media purposes, and to assist in the scrum certification process, including sharing such information with the Scrum Alliance and other third parties for purposes of Registrant's scrum certification. In addition, before, during and after the class sessions Big Orange Square and its instructors may take photographs and record audio, audiovisual and other media that includes images of and speaking by Registrant and use that media in its business generally, including



for marketing and social media purposes. Registrant irrevocably agrees to the use and sharing of Registrant's information, images and recorded speaking by Big Orange Square, whether or not such information is in a form that is personally identifiable to Registrant or in which Registrant is clearly identifiable or audible, and irrevocably waives any rights and remedies Registrant otherwise would have to prevent such use or as a result of such use.

Warranty; Exclusion of Warranties: Big Orange Square will provide training during class sessions in a good and workmanlike manner. BIG ORANGE SQUARE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF ANY KIND RELATING TO THE CLASSES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability: NEITHER BIG ORANGE SQUARE NOR ANY OF ITS OWNERS, MANAGERS, OFFICERS, EMPLOYEES OR AGENTS SHALL HAVE ANY LIABILITY TO REGISTRANT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF BIG ORANGE SQUARE AND ITS OWNERS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS ARISING FROM OR RELATING TO THE CLASSES OR THIS TRAINING SERVICES AGREEMENT EXCEED THE REGISTRATION FEES PAID TO BIG ORANGE SQUARE BY REGISTRANT FOR THE CLASSES, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.

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Registrant agrees to the terms of the Training Services Agreement set forth above by clicking on the following box:

I agree to the terms of the Training Services Agreement set forth above. Checking this box constitutes my electronic signature to the Training Services Agreement.