

**SERVICE LEADERSHIP INDEX® “EDUCATOR” MEMBERSHIP AGREEMENT  
 (“Membership Agreement”)**

This Membership Agreement, including the Schedule which by this reference is incorporated herein and any other documents incorporated herein by reference below, is a binding agreement between Service Leadership Incorporated, and its Affiliates (“S-L”, “our”, “we”, “us”) and the person or entity identified on the Schedule as the client (“Client”, “Member”, “you”, “your”). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Membership Agreement; (ii) you have read and understand this Membership Agreement; and (iii) you agree to this Membership Agreement on behalf of the party that you represent.

In addition to this Membership Agreement, depending on the products or services you order from S-L, you agree to be bound by any guidelines, terms, and agreements which we make available which are applicable specifically to that product or service with or embedded with the product or service including any End User License Agreement (“EULA”).

**Financial and Operational Benchmarking, Industry Expertise**

The Service Leadership Index® (S-LI™) Educator program is a monthly financial and Operational Maturity Level™ (OML™) progression program for IT Solution Provider firms who are seeking to improve company financial performance results by benchmarking their financial performance and operational maturity as compared to the best performing companies in the industry.

**Monthly Benchmarking Fee**

Standard Membership fee is billed monthly. The first Membership fee will be invoiced at the start of the month immediately following the Member’s signup date. Subsequent invoicing occurs at the start of each month.

**TERMS AND CONDITIONS**

- a. Term: The term of this Membership Agreement is one (1) year and will renew automatically for additional periods of one (1) year at S-L’s then prevailing rates unless otherwise terminated in writing as set forth herein. During this term, the Member will be invoiced for the Monthly Membership Fee at the rate shown in the Schedule, which amount will be invoiced the first month of each calendar month. S-L reserves the right to increase the Monthly Membership Fee during the term of this Membership Agreement effective upon forty-five (45) days prior written notice.
- b. Confidential Information: All information provided by the Member will remain confidential (unless otherwise publicly available) for a period of two (2) years from the date of the Member’s last use of S-L’s services. S-L may use (on an anonymous and aggregate basis) certain financial and operational benchmark information provided by the Member but no Member identifying information will be disclosed.
- c. Termination: S-L or the Member may terminate its Membership in quarterly benchmarking without penalty so long as notice is received at least 45 days before the start of the next calendar quarter; provided, however, a Member will still be responsible for any unpaid invoices from the previous months. Cancellation within 45 days of the start of the next month means the client is still responsible for a final Membership fee and any unpaid fees to date. If Member terminates its

Membership, it will forfeit any previously paid fees. Membership fees are billed monthly and all invoices are payable on a Net 15 basis.

- d. Ownership: All materials and information presented by S-L shall remain its sole property, are proprietary and confidential to S-L and may not be used or reused in any form (written, audio, video) by a Member beyond the scope of its participation in this Membership Agreement.
- e. Limitation on Liability: Under no circumstances shall S-L be liable for any losses relating to the S-LI or the actions of S-L in connection with this Membership Agreement that was not brought to its attention by Member in writing within forty-five (45) days of its occurrence. No claim for losses or other relief arising out of this Membership Agreement or the S-LI may be filed by Member more than one (1) year following its delivery to Member. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, S-L (INCLUDING ANY OF S-L'S SUPPLIERS) SHALL NOT BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY S-L PRODUCT OR SERVICE, REGARDLESS OF WHETHER SUCH LOSS WAS FORSEEABLE OR S-L WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL S-L'S LIABILITY, EXCEED THE FEES PAID FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE BREACH DURING THE PREVIOUS SIX (6) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.
- f. Non-solicitation: Without written consent, S-L and the Member agree not to solicit or hire the other's employees or contractors for two (2) years from the date of Termination.
- g. Survival: These Terms and Conditions shall survive the termination of this Membership Agreement.