The Right Hire Method™

Program Purchase and License Agreement

Lexington Rose Consulting, Inc. d/b/a LogicWise Ops

1. Parties

Provider: Lexington Rose Consulting, Inc. d/b/a LogicWise Ops, a Florida corporation ("Provider").

Client: The individual or entity identified at checkout ("Client").

This Program Purchase and License Agreement ("Agreement" or "Master Agreement") is entered into as of the date of purchase and governs Client's purchase of and access to The Right Hire Method™ program ("Program").

2. Program Description and Deliverables

The Program and its deliverables are described on the applicable Schedule (Schedule A, B, or C), as designated based on the Program purchased.

No additional services, sessions, or deliverables are included in the Program unless stated in writing by Provider.

3. Purchase Price and Payment

The purchase price for the Program ("Purchase Price") is due as either (a) a single payment in full at the time of purchase, or (b) under the installment payment plan described on the applicable Schedule, at Client's election at checkout.

The initial payment is processed through Stripe. By completing its purchase, Client authorizes the charge of the initial payment to the payment method provided. If Client elects the installment payment plan, subsequent installment payments will be processed through Stripe or another payment processor designated by Provider (which may include invoicing through QuickBooks), and Client authorizes Provider to charge or invoice each installment as it becomes due. All sales are subject to the terms of this Agreement.

Payment Default. Under the 4-Payment Plan, each installment becomes due at the milestone specified on the applicable Schedule. If Client fails to make a milestone payment within the number of calendar days specified in the applicable Schedule for that milestone, Provider may suspend delivery of all remaining sessions and services until payment is made. No further sessions will be scheduled during any period of suspension. Client retains access to Materials and sessions already delivered as of the date of suspension.

Client has thirty (30) calendar days from the missed milestone payment's due date to cure by making the payment, unless Provider agrees in writing, prior to expiration of that thirty (30)-day period, to extend the cure period. If Client fails to cure within the applicable period, this Agreement terminates automatically, without further notice. Upon such termination, Provider will not pursue collection of the unpaid milestone payment. Client's access remains limited to the Materials and sessions already delivered as of the date of suspension; no further sessions will be delivered and no refund of amounts previously paid will be issued.

Chargebacks. Clients who initiate a chargeback or payment dispute through their credit card issuer or Stripe without first submitting a written refund request under Section 6 of this Agreement will be considered in breach of this Agreement. Provider reserves the right to dispute any such chargeback and to recover associated fees and costs.

4. Orientation Scheduling

Client is responsible for scheduling the Orientation as provided in the applicable Schedule. Scheduling of the Orientation and all other sessions is governed by the applicable Schedule and, for Done-for-You Implementation, the executed Statement of Work ("SOW"). Scheduling instructions will be provided following purchase confirmation.

5. Client Responsibilities

To receive the full benefit of the Program, Client shall perform the responsibilities provided on the applicable Schedule.

6. Performance Guarantee

Provider offers a Performance Guarantee under the terms and conditions provided on the applicable Schedule, to the extent such guarantee applies to the Program purchased.

7. Intellectual Property and License

7.1 Ownership

All materials, documents, templates, worksheets, forms, assessments, questionnaires, scoring methodologies, decision trees, workflows, frameworks, processes, implementation methodologies, orientation content, presentation materials, audio or video recordings, bonus materials, updates, modifications, enhancements, derivatives, and all other information or content provided by Provider under this Agreement, whether in printed, electronic, digital, audiovisual, or any other format (collectively, the "Materials"), are and shall remain the exclusive property of Provider and are protected by United States copyright laws, trade secret laws, trademark laws, and other applicable intellectual property laws.

No ownership interest in the Materials or any intellectual property rights is transferred to Client under this Agreement. Client acquires only the limited license expressly granted herein.

7.2 Limited License

Subject to Client's timely payment of the Purchase Price and continued compliance with this Agreement, Provider grants Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Materials solely for Client's own internal business operations and hiring activities.

The license granted herein does not include any ownership rights and may not be assigned, transferred, pledged, licensed, sublicensed, or otherwise conveyed to any other person or entity.

7.3 License Restrictions

Except as expressly authorized in writing by Provider, Client shall not, directly or indirectly:

(a) copy, reproduce, duplicate, publish, distribute, display, transmit, disclose, sell, lease, rent, assign, sublicense, or otherwise make the Materials available to any third party;

(b) permit any person outside Client's organization to access or use the Materials;

(c) modify, adapt, translate, edit, rearrange, enhance, create derivative works from, or prepare adaptations of the Materials;

(d) reverse engineer, reverse compile, decompile, disassemble, decode, analyze, reconstruct, or otherwise attempt to derive the underlying methodology, structure, sequence, organization, logic, algorithms, evaluation criteria, scoring methodology, workflows, decision-making processes, or proprietary

know-how embodied in the Materials, except to the limited extent such restriction is prohibited by applicable law;

(e) use the Materials, or any portion thereof, to develop, improve, market, sell, license, or provide any product, service, consulting engagement, educational program, hiring system, assessment methodology, software application, artificial intelligence system, or competing business offering;

(f) remove, obscure, alter, or circumvent any copyright, trademark, confidentiality notice, proprietary legend, watermark, security feature, or other notice appearing on or within the Materials;

(g) use the Materials for the benefit of any third party, affiliate, client, consultant, competitor, or other business organization except as expressly permitted under this Agreement;

(h) copy the structure, organization, sequence, selection, arrangement, or presentation of the Materials for use in another publication, training program, consulting practice, software application, or business methodology;

(i) upload, submit, scrape, ingest, process, tokenize, train, fine-tune, prompt, or otherwise use the Materials, in whole or in part, to develop, improve, or train any artificial intelligence, machine learning, large language model, generative AI system, neural network, retrieval system, or similar technology;

(j) circumvent, disable, or interfere with any technological measures used by Provider to protect the Materials; or

(k) assist, encourage, or authorize any other person to engage in any activity prohibited by this Section.

7.4 Confidential and Proprietary Information

Client acknowledges that the Materials contain confidential, proprietary, and trade secret information of Provider that derives independent economic value from not being generally known.

Client agrees to maintain the confidentiality of the Materials using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care, and shall not disclose any portion of the Materials except to Client's employees who have a legitimate business need to know and who are bound by confidentiality obligations at least as protective as those contained herein.

7.5 Feedback

Any suggestions, comments, recommendations, improvements, ideas, or feedback provided by Client regarding the Materials or The Right Hire Method™ program may be used by Provider for any purpose without restriction or compensation, and Client hereby assigns to Provider any intellectual property rights therein.

7.6 Reservation of Rights

Provider reserves all rights not expressly granted under this Agreement. No implied license is granted by implication, estoppel, exhaustion, or otherwise.

7.7 Injunctive Relief

Client acknowledges that any unauthorized use or disclosure of the Materials may cause irreparable harm to Provider for which monetary damages alone would be an inadequate remedy. Accordingly, Provider shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and all other equitable remedies, without the necessity of posting bond, in addition to any other remedies available at law or in equity.

7.8 Survival

The provisions of this Section 7 shall survive the termination, expiration, rescission, or refund of this Agreement and shall remain binding indefinitely to the extent necessary to protect Provider's intellectual property rights, confidential information, and trade secrets.

8. Disclaimer of Warranties and Limitation of Liability

The Materials and Orientation are provided for general educational and informational purposes only. Provider makes no representations or warranties, express or implied, regarding the accuracy, completeness, suitability, or effectiveness of the Materials for any particular purpose.

Client acknowledges that all hiring decisions remain solely Client's responsibility and that Client is not relying upon Provider to make employment, legal, HR, compliance, or business decisions. Use of the Materials does not guarantee hiring outcomes, employee performance, retention, cultural fit, legal compliance, or protection from disputes, claims, or litigation. Hiring inherently involves judgment, risk, and uncertainty.

To the fullest extent permitted by applicable law, Provider's total liability to Client under or in connection with this Agreement shall not exceed the Purchase Price paid by Client. Provider shall not be liable for any indirect, incidental, consequential, or special damages arising from Client's use of or reliance on the Materials.

Client acknowledges that The Right Hire Method™ program is an educational and implementation resource and is not a substitute for legally required insurance coverage, employment compliance programs, or professional legal or human resources advice.

Client shall, at its sole cost and expense, obtain and maintain throughout its use of The Right Hire Method™ program all insurance coverage required by applicable federal, state, and local laws, including, as applicable, workers' compensation insurance, employers' liability insurance, unemployment insurance, and any other insurance required in connection with Client's employment of personnel.

Provider makes no representation that The Right Hire Method™ program satisfies any legal, insurance, regulatory, or risk management requirement applicable to Client's business. Client's failure to procure or maintain legally required insurance shall not create any liability or responsibility on the part of Provider.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

(a) **Arbitration.** The parties agree that any claim or dispute between Provider (including its officers, directors, principals, shareholders, members, owners, employees, or agents) and Client (or any principal or owner of Client) arising out of, or related to, this Agreement or any aspect thereof, and all other claims under federal, state, or local statutory or common law, the law of contract, or the law of tort, and any dispute as to whether this dispute resolution and arbitration provision is valid (each, a "Claim"), shall be settled by submitting such Claim(s) to binding arbitration administered by the American Arbitration Association ("AAA"), and judgment on the award rendered by the arbitrator may be entered in any court in the State of Florida having jurisdiction thereof. This arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. To the extent the Federal Arbitration Act is inapplicable, the arbitration laws of the State of Florida shall apply, and arbitration shall be conducted in Broward County, Florida.

(b) **Arbitration Procedure.** The parties agree that the arbitration process will be conducted in accordance with the Rules and Procedures of the AAA applicable to the Claim(s), with each party to bear its own costs and attorneys' fees, and with the arbitration filing fee and all reasonable fees for the arbitrator to be borne by the prevailing party. Upon filing of the Demand for Arbitration and service of said

demand upon the other party, the arbitration shall be stayed for thirty (30) days to allow the parties to negotiate a resolution. Upon expiration of the thirty (30)-day period, a single arbitrator shall be selected in accordance with this Section. Each party shall agree to the selection of the arbitrator from a list of arbitrators provided by the AAA. If there is an impasse in the selection of the arbitrator, the parties agree that the AAA shall choose the arbitrator. The arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability, or waiver of this Agreement including, but not limited to, any claim that all or any part of this provision is void or voidable. As noted below in Section 9(c), the preceding sentence does not apply to the class or collective action waivers, which will be determined only by a court of competent jurisdiction. The prevailing party in the arbitration shall, in addition to such other relief as may be granted, be entitled to an award by the arbitrator of such party's costs and expenses incurred, including attorneys' fees, in accordance with applicable law; provided, however, that Provider shall not be entitled to recover the filing fee or arbitrator fee.

(c) **Exclusive Remedy; Class Action Waiver.** The parties (including Client's principals and owners) agree that, except for Provider's right to seek injunctive relief from a court for violation of Section 7 above, arbitration shall be the sole means of Claim resolution; they expressly waive their right to file a lawsuit against one another in any civil court for any Claim, except to enforce a legally binding arbitration decision. Each party further affirmatively waives its respective right to arbitrate any Claim on a class action or collective action basis; neither party shall bring a Claim as a representative of a class or collective action or participate as a member of a class or collective action. Furthermore, neither party may consolidate or join the Claims of other persons that may have similar Claims to that of the party. To the extent a dispute is resolved by the courts, Client and its principals and owners agree to waive any right to seek class or collective action certification, or to act as a class or collective action representative. Should there be any issue as to whether class or collective actions are allowed under this Agreement (which they are not), it shall be resolved by a court and not the arbitrator. The parties hereby expressly waive their rights, if any, to have such matters heard by a jury, whether state or federal.

(d) **Attorneys' Fees.** In the event of a dispute, or if arbitration proceedings are instituted by either of the parties hereto, the prevailing party to said dispute or arbitration shall be entitled to reimbursement for reasonable attorneys' fees and costs incurred in connection with said dispute or arbitration procedure. In determining the prevailing party, the arbitrator shall take into account any offer made during the thirty (30)-day period described in Section 9(b) of this Agreement. In the event that the principal award, including interest and attorneys' fees incurred as of the commencement of the thirty (30)-day period, does not exceed the offer made by the other party, that other party shall be considered the prevailing party. Further, in the event that a party incurs attorneys' fees and costs enforcing the mandatory arbitration provision contained in this Agreement, such party, if it prevails in enforcing such arbitration provision, shall be entitled to reimbursement for its reasonable attorneys' fees and costs incurred in enforcing such provision before the arbitration proceeding may begin, and without regard to the outcome of the arbitration proceeding. For purposes of this Section, the term "attorneys' fees and costs" shall include, without limitation, the actual attorneys' fees incurred in retaining counsel for advice, suit, appeal, or any other legal proceedings. This provision shall survive the termination of this Agreement.

10. General Provisions

Entire Agreement. This Agreement, together with the applicable Schedule and any executed SOW, constitutes the entire agreement between the parties with respect to the Program and supersedes all prior representations, discussions, or agreements.

Assignment. Client shall not assign, transfer, delegate, sublicense, pledge, encumber, sell, convey, or otherwise dispose of this Agreement or any of Client's rights, licenses, duties, or obligations hereunder, whether voluntarily, involuntarily, by operation of law, merger, consolidation, change of control, sale of assets, or otherwise, without the prior written consent of Provider, which may be granted or withheld in Provider's sole and absolute discretion. Any attempted assignment, transfer, delegation, or other disposition by Client in violation of this Section shall be null, void, and of no force or effect and shall constitute a material breach of this Agreement.

Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

No Waiver. Provider's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision.

11. Acceptance

By completing its purchase of The Right Hire Method™ program, Client acknowledges that it has read, understood, and agrees to be bound by the terms of this Agreement and the applicable Schedule.

CLIENT

Client Signature:_____Date: _____

Printed Name:_____

Business Name:_____

PROVIDER: Lexington Rose Consulting, Inc. d/b/a LogicWise Ops

Authorized Signature:_____Date: _____

Printed Name:_____

Title:_____