



Arete Pursuits Terms & Conditions

Intellectual Property

Except for rights expressly granted under this agreement, nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will retain an exclusive interest in, and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement. Any Intellectual Property developed by Coach as part of this engagement is owned by Coach. Content provided by Coach may not be reused by Client without written consent from Coach.

Termination

Coach or Client may terminate this agreement for any reason. Such termination will be effective upon two days' advance notice. No fees will be refunded upon termination and any outstanding invoices must be paid.

Indemnification

Each party ("Indemnifying Party") shall, to the extent permitted by law, indemnify, defend and hold harmless the other party and its officers, directors, and employees ("Indemnified Party") for any damages, judgments, costs, and expenses (including attorney's fees) or losses to the Indemnified Party arising from Claim during the performance of this SOW. "Claims" are defined as (i) claims brought by an unaffiliated third party for death or personal physical injury, or (ii) damage to tangible personal property suffered or incurred by the Indemnified Party, to the extent (i) and (ii) are proximately caused by the gross negligence or willful misconduct of the Indemnifying Party.

Notwithstanding the foregoing, Coach will not be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly caused, directly or indirectly, by the Services. Claims do not include any damages, judgments, costs, expenses, or losses caused, directly or indirectly, by the Services or otherwise excluded in this Agreement.

The obligation of the Indemnifying Party to indemnify, defend and hold the Indemnified Party harmless is contingent upon the Indemnified Party providing the Indemnifying Party with (i) prompt written notice of and description of each Claim; (ii) sole authority to defend or settle any such Claim; and (iii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party.