

Viterbi Partner Program Terms & Conditions

This is a contract between the Viterbi Career Connections Partner Organization (Partner) and Viterbi Career Connections (VCC). It describes how we will work together and other aspects of our business relationship. By participating in the Partner Program, you are agreeing to these terms.

- 1. <u>Non-Exclusivity:</u> This agreement does not create an exclusive agreement between the Partner and VCC. Both the Partner and VCC will have the right to enter into a similar agreement with other organizations/universities.
- 2. <u>Trademarks:</u> The Partner grants VCC nonexclusive, nontransferable, royalty-free right to use and display trademarks, service marks and logos in connection with the Viterbi Career Connections Partner Program and this agreement. VCC will (i) only use the images of the Partner's trademark that are made available, without altering them in any way; (ii) only use the Partner's trademarks in connection with the Partner Program and this agreement; and (iii) immediately comply if the Partner requests that VCC discontinue use. VCC will not (i) use the Partner's trademark in a misleading or disparaging way; (ii) use the Partner's trademark in a way that implied VCC will endorse, sponsor or approve of the Partner's services or products; or (iii) use the Partner's trademark in violation of applicable law or in connection with an obscene, indecent or unlawful topic or material.

3. Term and Termination:

<u>Term:</u> This agreement will apply for as long as you participate in the Partner Program, or until the end of the academic year that you have joined the Program. All services and funds outlined as part of the Partner Program may only be utilized during the current term of partnership, and may not be carried over to the next academic year.

<u>Termination Without Cause</u>: Both you and we may terminate this agreement upon written notice to the other party. In the event of termination, the Partner will not be entitled to a refund of the Partner Program fees.

<u>Termination for Cause:</u> We may terminate this agreement and/or suspend your Partner Program membership: (i) upon written notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) immediately, if you do not follow state and/or federal employment laws or regulations, (iii) immediately, if we determine that you are acting in a way that has or may negatively affect us, our students, or our stakeholders. In the event of termination, the Partner will not be entitled to a refund of the Partner Program fees.

4. Program Policies and Benefits: Partner program activities and offerings are based on availability and interest, and may be denied by VCC if your request conflicts with VCC signature events and activities, the University academic calendar, or other previously scheduled events. Outside of VCC hosted signature events, Partner Program activities will be approved and executed on a case by case basis, and you agree to give adequate notice of interest (at least 7 business days) to VCC to create successful activities for you. If you provide notice of interest in less than 7 business days, you relinquish responsibility by VCC for any dissatisfaction in student attendance, secured event location, or catering requests. We may change the Partner Program policies and/or benefits from time to time by updating our website or sending you written notice.