



# AI EXPLORER WORKSHOP LICENSE AGREEMENT

## IMPORTANT: PLEASE READ CAREFULLY

This AI Explorer Workshop License Agreement ("Agreement") is a legally binding contract between AI Explorer Pty Ltd (ABN [Insert ABN]) of [Insert Address], Victoria, Australia ("Licensor") and you, the purchaser of the AI Explorer Workshop Materials ("Licensee").

## ACCEPTANCE OF TERMS

By purchasing, downloading, accessing, or using the AI Explorer Workshop Materials, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not purchase, download, access, or use the Workshop Materials.

## BACKGROUND

A. The Licensor has developed and owns all rights, title and interest in the AI Explorer Workshop Materials, which include instructional videos, demonstrations, worksheets, discussion cards, and related materials designed to educate participants about artificial intelligence.

B. The Licensee wishes to use the AI Explorer Workshop Materials for conducting internal training workshops for its employees or team members.

C. The Licensor grants a limited license to the Licensee to use the AI Explorer Workshop Materials on the terms and conditions set out in this Agreement.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

**"Access Period"** means the period of 3 weeks from the date access is provided to the Licensed Materials during which the Licensee may access and use the Licensed Materials.

**"Agreement"** means this license agreement.



**"Commencement Date"** means the date on which the Licensee completes the purchase of the Licensed Materials.

**"Confidential Information"** means all information, in any form, relating to the business, operations, products, techniques, or technology of the Licensor that is not in the public domain, including the Licensed Materials.

**"Facilitator"** means a person nominated by the Licensee to guide participants through the Workshop.

**"Intellectual Property Rights"** means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, designs, patents, circuit layouts, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether or not registrable, registered or patentable.

**"Licensed Materials"** means the AI Explorer "AI Foundations" Workshop package, including:

- 7 instructional videos
- 6 screen recording demonstrations
- 4 worksheets and facilitator guides
- Discussion cards
- Post-workshop reinforcement emails
- Facilitator guide and runsheet

**"License Fee"** means the fee paid by the Licensee for access to the Licensed Materials at the time of purchase.

**"Participant"** means an employee or team member of the Licensee who attends the Workshop.

**"Participant Fee"** means the fee per Participant specified during the purchase process.

**"Participant Limit"** means the maximum number of Participants permitted to attend the Workshop as specified during the purchase process.

**"Workshop"** means a single training session using the Licensed Materials conducted on the date selected by the Licensee.

## **1.2 Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;



- (c) a reference to a person includes a natural person, corporation, partnership, trust, or other entity;
- (d) a reference to a party includes its successors and permitted assigns;
- (e) a reference to a clause is a reference to a clause of this Agreement;
- (f) "including" and similar expressions are not words of limitation;
- (g) a reference to a statute includes all regulations, proclamations, ordinances, by-laws, and instruments issued under it, and any consolidations, amendments, re-enactments, or replacements of any of them.

## **2. GRANT OF LICENSE**

### **2.1 Grant**

Subject to payment of the License Fee and the Participant Fees, the Licensor grants to the Licensee a non-exclusive, non-transferable, non-sublicensable license to use the Licensed Materials solely for the purpose of conducting the Workshop during the Access Period.

### **2.2 Restrictions**

The Licensee must not:

- (a) use the Licensed Materials for any purpose other than conducting the Workshop;
- (b) allow any person other than the Participants to access or use the Licensed Materials;
- (c) exceed the Participant Limit without purchasing additional Participant licenses;
- (d) copy, reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Licensed Materials;
- (e) remove, alter, or obscure any proprietary notices on the Licensed Materials;
- (f) sell, rent, lease, sublicense, distribute, or otherwise transfer any rights in the Licensed Materials to any third party;
- (g) use the Licensed Materials after the expiry of the Access Period;
- (h) use the Licensed Materials to create training materials that compete with the Licensor's business; or



(i) use the Licensed Materials in any way that infringes the Licensor's Intellectual Property Rights.

### **3. DELIVERY AND ACCESS**

#### **3.1 Delivery**

Following successful payment of the License Fee, the Licensor will provide the Licensee with access to the Licensed Materials via the learning management system or sales portal.

#### **3.2 Access Method**

The Licensor will provide access to the Licensed Materials via secure digital download links, online platform access, or other method as determined by the Licensor.

#### **3.3 Access Period**

The Licensee's right to access and use the Licensed Materials commences on the date access is provided and continues for the Access Period. At the end of the Access Period, the Licensee must cease all use of the Licensed Materials and delete or destroy all copies of the Licensed Materials in its possession or control.

### **4. PARTICIPANT MANAGEMENT**

#### **4.1 Participant List**

The Licensee is responsible for managing its Participants and ensuring compliance with the Participant Limit.

#### **4.2 Additional Participants**

If the Licensee wishes to include additional Participants beyond the Participant Limit, the Licensee must purchase additional Participant licenses through the learning management system or sales portal.

#### **4.3 Facilitated Workshops**

If the number of Participants exceeds 15, the Workshop must be conducted by a facilitator provided by the Licensor, unless otherwise agreed in writing, and the Licensee must pay the applicable Facilitation Fee.

### **5. FEES AND PAYMENT**

#### **5.1 License Fee**



The Licensee must pay the License Fee at the time of purchase.

## **5.2 Participant Fees**

The Licensee must pay the Participant Fees for each Participant attending the Workshop, up to the Participant Limit, at the time of purchase.

## **5.3 Additional Fees**

Any additional fees, including Facilitation Fees or fees for additional Participants, must be paid by the Licensee at the time of requesting such additional services.

## **5.4 Taxes**

All fees are exclusive of any applicable taxes, including Goods and Services Tax (GST). The Licensee must pay all applicable taxes in addition to the fees.

## **5.5 Refund Policy**

All purchases are final and non-refundable, except as required by applicable consumer protection laws.

# **6. INTELLECTUAL PROPERTY RIGHTS**

## **6.1 Ownership**

The Licensor owns all Intellectual Property Rights in the Licensed Materials. Nothing in this Agreement transfers any ownership rights in the Licensed Materials to the Licensee.

## **6.2 Feedback**

If the Licensee provides any feedback, suggestions, or recommendations regarding the Licensed Materials ("Feedback"), the Licensor may use such Feedback for any purpose without obligation of any kind. The Licensee assigns to the Licensor all Intellectual Property Rights in the Feedback.

## **6.3 Modifications**

The Licensee must not modify the Licensed Materials without the prior written consent of the Licensor. Any modifications made with the Licensor's consent will be owned by the Licensor.

## **6.4 Infringement**



The Licensee must promptly notify the Licensor if it becomes aware of any actual or suspected infringement of the Licensor's Intellectual Property Rights in the Licensed Materials.

## **7. CONFIDENTIALITY**

### **7.1 Confidentiality Obligations**

The Licensee must:

- (a) keep confidential all Confidential Information;
- (b) not disclose any Confidential Information to any person except as permitted under this Agreement;
- (c) use Confidential Information only for the purpose of conducting the Workshop;
- (d) take all reasonable steps to protect Confidential Information from unauthorized access, use, or disclosure; and
- (e) immediately notify the Licensor of any suspected or actual unauthorized use, copying, or disclosure of Confidential Information.

### **7.2 Permitted Disclosure**

The Licensee may disclose Confidential Information:

- (a) to Participants for the purpose of conducting the Workshop;
- (b) to employees or contractors who need to know the information for the purpose of this Agreement and who have agreed to keep it confidential; or
- (c) if required by law, provided that the Licensee gives the Licensor prompt notice of the requirement and, where possible, an opportunity to prevent or limit the disclosure.

### **7.3 Survival**

The obligations in this clause 7 survive the termination or expiry of this Agreement.

## **8. WARRANTIES AND LIMITATIONS**

### **8.1 Licensor's Warranties**

The Licensor warrants that:

- (a) it has the right to license the Licensed Materials to the Licensee under the terms of this Agreement;



(b) the Licensed Materials will substantially conform to the descriptions provided by the Licensor; and

(c) to the best of the Licensor's knowledge, the Licensed Materials do not infringe the Intellectual Property Rights of any third party.

## **8.2 Disclaimer**

Except as expressly provided in this Agreement, the Licensed Materials are provided "as is" and "as available" without any warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **8.3 Consumer Guarantees**

The Australian Consumer Law contains consumer guarantees that cannot be excluded. Nothing in this Agreement limits any rights the Licensee may have under the Australian Consumer Law.

## **8.4 Limitation of Liability**

To the maximum extent permitted by law:

(a) the Licensor's total aggregate liability for all claims under or relating to this Agreement or its subject matter, whether in contract, tort (including negligence), statute, or otherwise, is limited to the amount of fees paid by the Licensee under this Agreement; and

(b) the Licensor is not liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business opportunity, loss of data, or cost of substitute services, arising out of or related to this Agreement, whether or not the Licensor has been advised of the possibility of such damages.

## **8.5 Essential Purpose**

The parties acknowledge that the limitations of liability in this clause 8 are essential elements of the basis of the bargain between the parties and that in their absence, the economic terms of this Agreement would be substantially different.

# **9. TERM AND TERMINATION**

## **9.1 Term**

This Agreement commences on the Commencement Date and continues until the end of the Access Period, unless terminated earlier in accordance with this clause 9.



## **9.2 Termination for Breach**

The Licensor may terminate this Agreement immediately by electronic notice to the Licensee if the Licensee:

- (a) breaches any material term of this Agreement and fails to remedy the breach within 7 days of receiving notice requiring it to do so; or
- (b) breaches a material term of this Agreement that is not capable of remedy.

## **9.3 Termination for Insolvency**

The Licensor may terminate this Agreement immediately by electronic notice to the Licensee if the Licensee:

- (a) becomes insolvent, bankrupt, or subject to any form of external administration;
- (b) enters into an arrangement with its creditors; or
- (c) ceases, or threatens to cease, carrying on business.

## **9.4 Consequences of Termination**

On termination or expiry of this Agreement:

- (a) all licenses granted under this Agreement immediately cease;
- (b) the Licensee must immediately cease all use of the Licensed Materials;
- (c) the Licensee must delete or destroy all copies of the Licensed Materials in its possession or control and, if requested by the Licensor, provide a written certification of such deletion or destruction;
- (d) each party must return or destroy all Confidential Information of the other party in its possession or control; and
- (e) if the Agreement is terminated due to the Licensee's breach or insolvency, the Licensee will not be entitled to any refund of fees paid.

## **9.5 Survival**

Clauses 1, 6, 7, 8, 9.4, 9.5, and 10 survive the termination or expiry of this Agreement.

# **10. GENERAL**

## **10.1 Entire Agreement**



This Agreement constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings, and agreements, whether oral or written, between the parties on the subject matter.

## **10.2 Variation**

The Licensor may modify this Agreement at any time by posting a revised version on its website or learning management system. The Licensee's continued use of the Licensed Materials after such modifications constitutes acceptance of the modified terms.

## **10.3 Waiver**

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is only effective if it is in writing and signed by the party giving it.

## **10.4 Severability**

If any provision of this Agreement is invalid, illegal, or unenforceable, that provision must be severed from this Agreement, and the remaining provisions continue in full force and effect.

## **10.5 Assignment**

The Licensee must not assign, transfer, or novate its rights or obligations under this Agreement without the prior written consent of the Licensor. The Licensor may assign its rights or novate its obligations under this Agreement by giving electronic notice to the Licensee.

## **10.6 Relationship**

Nothing in this Agreement creates a relationship of employment, agency, partnership, or joint venture between the parties.

## **10.7 Force Majeure**

Neither party is liable for any failure or delay in performing its obligations under this Agreement if the failure or delay is due to circumstances beyond its reasonable control.

## **10.8 Notices**

Any notice required or permitted to be given under this Agreement must be in writing and may be delivered by email to the email address provided by the Licensee during the purchase process or to the Licensor at [Insert Licensor's email address].

## **10.9 Governing Law and Jurisdiction**



This Agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

#### **10.10 Electronic Transactions**

The parties consent to this Agreement being formed by electronic means and acknowledge that this Agreement is an electronic contract for the purposes of any applicable Electronic Transactions legislation.

**BY PURCHASING, DOWNLOADING, ACCESSING, OR USING THE LICENSED MATERIALS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**