



**FUNCTION:** Terms and Conditions

**SUB-FUNCTION:** N/A

**TYPE:** Agreement

**NAME:** ASQE Organizational Membership Terms and Conditions - Corporate and Enterprise

**APPROVAL DATE:** 20201202

**EFFECTIVE DATE:** 20201202

| 1.0 | PURPOSE  |
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|     | This Terms and Conditions document (“Terms and Conditions”) describes the rights and obligations of members (“Organizational Members”) of ASQExcellence, Inc., a 501(c)(6) organization (“ASQE”). A membership in ASQE is referred to in these Terms and Conditions as an (“Organizational Membership”). |

| 2.0 | SCOPE  |
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| 2.1 | These Terms and Conditions apply to all ASQE Organizational Members and any agents and representatives of Organizational Members who receive benefits incidental to an Organizational Member’s Organizational Membership in ASQE. Where appropriate, reference to an Organizational Member in these Terms and Conditions includes all such parties.  |
| 2.2 | By applying for, submitting a request for, or paying an invoice or dues for an ASQE Organizational Membership, Organizational Member hereby agrees to the terms and conditions set forth in these Terms and Conditions, ASQE Bylaws, ASQE Articles of Incorporation, and all ASQE policies and procedures referenced herein and/or listed or linked on the ASQE website from time to time (“Policies”), each of the foregoing, as amended from time to time. In the event of a conflict between these Terms and Conditions, the ASQE Bylaws, ASQE Articles of Incorporation, and any Policies, the following order of precedence shall govern and control: (a) first, the ASQE Articles of Incorporation, (b) second, the ASQE Bylaws, (c) third, these Terms and Conditions, and (d) fourth, any Policies. All Policies of ASQE are available to the Organizational Member upon request to the Organizational Membership Manager. |
| 2.3 | ASQE reserves the right, in its sole discretion, to modify or replace the terms set forth in these Terms and Conditions at any time. Any changes or modifications to these Terms and Conditions shall be effective as of the earlier of (i) the date of posting to the website of ASQE, or (ii) written or electronic notice to the primary designated contact person and representative for an Organizational Member.   |
| 2.4 | An Organizational Member’s violation of these Terms and Conditions may result in the termination of the Organizational Membership pursuant to Section 4.3 of these Terms and Conditions and/or legal action.   |

| 3.0 | MEMBERSHIP  |
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| 3.1 | The objective of an ASQE Organizational Membership is to provide organizations with access to the tools, publications, network, and “Body of Knowledge” of both ASQE and ASQ in order to improve and advance the quality profession through promotion of organizational best practices and to achieve, inspire and promote a common interest in quality excellence.   |
| 3.2 | ASQE may from time to time establish different levels of Organizational Membership and establish new or different benefits associated with membership in ASQE. Any Organizational Member rights and benefits specified by the ASQE Bylaws are inherently included as ASQE Organizational Membership benefits.   |
| 3.3 | Organizational Membership is acquired via a membership application and/or renewal process as set forth by ASQE.   |
| 3.4 | All Organizational Members must pay dues annually and remit payment of Organizational Membership dues within the 30-day grace period following their annual renewal date, or before expiration of any extended grace period approved in writing by ASQE, to continue Organizational Membership benefits. Any extended grace period (beyond 30 days) would be determined on a case-by-case. Organizational Member’s Organizational Membership will terminate if Organizational Member fails to pay any amount when due in accordance with these Terms and Conditions. In addition, ASQE may, in its sole discretion, suspend or terminate an Organizational Membership if the Organizational Member fails to continue to meet any requirements of membership for which the Organizational Member had previously qualified, or if the Organizational Member conducts any activity or behavior which ASQE deems, in its sole discretion, contrary to the mission or purpose of ASQE, including without limitation, violation of these Terms and Conditions or any Policy. Upon suspension or termination of membership, all rights and obligations of such Organizational Member will terminate, except the Organizational |



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|  | Member's obligation to pay dues owed and other obligations as shall have accrued prior to the suspension or termination. |
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| <b>4.0 ENGAGEMENT, NETWORKING, AND EVENTS - TERMS AND CONDITIONS</b> |  |
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| 4.1  | Benefits of Organizational Membership may not be transferred to any other organization or Organizational Member.   |
| 4.2  | All attendees of ASQ and ASQE events shall conduct themselves according to the applicable ASQ and ASQE Code of Ethics.   |
| 4.3  | In addition to all other obligations set forth in these Terms and Conditions, all Organizational Members have the following duties and responsibilities:<br><ol style="list-style-type: none"><li>1. To report misrepresentations, improper business practices, unethical conduct, and illegal behavior as related to ASQE activities and in accordance with ASQE policies.</li><li>2. To work in good faith with ASQE staff, the ASQE Board of Directors, ASQE and ASQ volunteers, and other ASQE and ASQ members, and to encourage inclusion and diversity in participation.</li></ol> |

| <b>5.0 DELIVERABLE MATERIALS</b> |   |
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| 5.1                              | Any materials, content or other information made available to the Organizational Member as part of the Organizational Membership (a "Deliverable") is a benefit of Organizational Membership.   |
| 5.2                              | Except for the limited use expressly provided herein, ASQE has and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Deliverables.  |
| 5.3                              | Use of any Deliverable is subject to these Terms and Conditions (and all Policies), and unless otherwise expressly set forth in writing, shall be limited to Organizational Member's internal business and reference purposes only.   |
| 5.4                              | The distribution, sale, rent, duplication, disclosure, reproduction, translation or other offering of the Deliverables, in whole or in part, to any third party is strictly prohibited.   |
| 5.5                              | Organizational Member's use of the Deliverables is subject to any additional restrictions or limitations as ASQE may communicate.   |
| 5.6                              | All duplications, improvements, updates, modifications or enhancements of the Deliverables shall remain the property of ASQE (including any changes which incorporate any ideas, feedback or suggestions of the Organizational Member). All rights not granted by ASQE are expressly reserved.                |
| 5.7                              | Organizational Member hereby grants ASQE a worldwide, irrevocable, perpetual, sublicensable, transferable, non-exclusive license to use and incorporate into any Deliverable any feedback or suggestions for enhancement that Organizational Member provides to ASQE, without any obligation of compensation. |

| <b>6.0 CONFIDENTIAL INFORMATION</b> |  |
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| 6.1                                 | In connection with the Organizational Membership, ASQE may disclose to the Organizational Member Confidential Information. "Confidential Information" means any non-public, confidential, and/or proprietary information in any form or medium (whether oral, written, electronic, or other), tangible or intangible, that ASQE considers confidential or proprietary including, without limitation, information concerning the ASQE's organization, |



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|     | certification programs and courses, technologies, strategic plans, processes, procedures, organizational objectives, methods, operations, finances, members, prospective members, trade secrets, or other proprietary materials.  |
| 6.2 | Deliverables (including feedback received by ASQE regarding the Deliverables) are Confidential Information of ASQE.   |
| 6.3 | All Confidential Information shall remain the property of ASQE, and the Organizational Member shall have no interest in or rights in such except as expressly set forth in these Terms and Conditions.  |
| 6.4 | Organizational Member agrees to maintain all Confidential Information of ASQE in confidence and to take all reasonable precautions to prevent any unauthorized disclosure of such information. The Organizational Member shall be responsible for any breach of or non-compliance with this Section 6 by the Organizational Member or any of its agents, employees or representative. ASQE shall be entitled to injunctive relief for any violation of this Section 6, in addition to any other remedy available at law or in equity.   |
| 6.5 | Confidential Information does not include any information which:<br><br><ol style="list-style-type: none"><li>1. Becomes generally known or publicly available through no act or failure to act on the part of the Organizational Member.</li><li>2. Was or is independently developed by Organizational Member without using any of ASQE's Confidential Information</li><li>3. Is known by the Organizational Member at the time of receiving such information as evidenced by its records.</li><li>4. Is furnished to the Organizational Member by a third party, as a matter of right and without restriction on disclosure.</li></ol> |

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| <b>7.0</b> | <b>REPRESENTATIONS AND WARRANTIES</b>  |
| 7.1        | Organizational Member represents and warrants that it has the right, power, and authority to enter into, and perform its obligations under, these Terms and Conditions.  |
| 7.2        | ASQE makes no warranty whatsoever with respect to the Deliverables or other products or benefits of membership, including:<br><br><ol style="list-style-type: none"><li>1. Warranty of merchantability.</li><li>2. Warranty of fitness for a particular purpose</li><li>3. Warranty of title.</li><li>4. Warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, or usage of trade.</li></ol> |

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| <b>8.0</b> | <b>LIMITATION OF LIABILITY</b>  |
| 8.1        | In no event will ASQE be liable to Organizational Member or any third party for any indirect, special, incidental, exemplary, consequential, or punitive damages of any kind, regardless of the form of action (whether in tort (including negligence), contract, warranty, or any other theory of law) arising out of these Terms and Conditions or relating in any manner to Organizational Member's Organizational Membership (including, without limitation, any Deliverables) and even if foreseeable or known in advance. |
| 8.2        | ASQE's entire and aggregate liability to any Organizational Member under these Terms and Conditions (or relating in any manner to Organizational Member's Organizational Membership) shall not exceed the amount actually paid by Organizational Member for the Organizational Membership in the twelve (12) month period preceding the event giving rise to the claim.   |
| 8.3        | The limitations specified in this section shall survive expiration or termination of the Organizational Member's Organizational Membership and apply even if any limited remedy specified in these Terms and Conditions is found to have failed its essential purpose.  |



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| <b>9.0 FORCE MAJEURE</b> |   |
|--------------------------|---|
| 9.1                      | ASQE shall not be liable or responsible to Organizational Member for any failure or delay in fulfilling, performing, or providing any benefits or obligations related to the Organizational Membership when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of ASQE including, without limitation, failure of any required governmental approval, acts of God, extreme elements of nature, explosion, governmental actions (including but not limited to, advisories, guidance or elevated cautions from the US Centers for Disease Control and Prevention (CDC) against public gatherings or events), war, terrorist threats or acts, riot, national emergency, revolution, insurrection, epidemic, utilities outage, or similar occurrences.   |
| <b>10.0 GENERAL</b>      |   |
| 10.1                     | These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. Any legal suit, action, or proceeding arising out of or relating in any manner to Organizational Member's Organizational Membership (including, without limitation, these Terms and Conditions) shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin each case located in the City of Milwaukee and County of Milwaukee, and Organizational Member irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. ORGANIZATIONAL MEMBER WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY. |
| 10.2                     | If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect.  |
| 10.3                     | Organizational Member may not assign or transfer its rights, benefits, or obligations relating to its Organizational Membership.  |
| 10.4                     | These Terms and Conditions supersede all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written.   |
| 10.5                     | Provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions.  |