
Program License Agreement

MRI Anxiety & Patient Care Curriculum Module

Schools and Education Programs

Effective date: July 27, 2026

This Program License Agreement (“Agreement”) governs access to and use of the **MRI Anxiety & Patient Care Curriculum Module** (“Module”) offered by **Konxja Consulting LLC** (“Konxja”).

The school, college, university, training provider, healthcare education program, or other organization identified in the order (“Licensee”) accepts this Agreement by completing checkout, signing an order form, accepting a proposal, issuing a purchase order that expressly incorporates this Agreement, or otherwise electronically indicating agreement. The individual accepting represents that the individual has authority to bind the Licensee.

1. Order and Agreement Structure

The checkout record, invoice, proposal, or order form (“Order”) identifies:

- the Licensee and named education program;
- the licensed cohort tier;
- the license term and price;
- the purchasing and licensing contacts; and
- any approved additional campuses, programs, formats, or terms.

The Order and this Agreement form the complete program license. If they conflict, a negotiated Order signed by Konxja controls for the specific commercial term stated in it. The Website Terms of Use apply to the website generally, but this Agreement controls use of the Module.

Additional or inconsistent terms in a purchase order, procurement portal, or other Licensee form do not amend this Agreement unless Konxja expressly accepts the specific change in a writing signed by an authorized representative.

2. Definitions

Authorized Instructor means an employee or individual contractor of the Licensee who teaches, administers, supports, or supervises the named program and needs access to perform that role.

Authorized Student means a student formally enrolled in the named program and counted within the licensed cohort tier during the license term.

Authorized User means an Authorized Instructor or Authorized Student.

Licensed Materials means the Module materials delivered or made available by Konxja, including student readings, instructor materials, facilitator scripts, slide decks, quizzes, answer keys, case studies, discussion prompts, communication scripts, alignment materials, and authorized updates.

Named Program means the single MRI or Imaging Assistant education program identified in the Order. A separate department, program, campus, affiliate, clinical partner, or outside training group is not included unless the Order expressly states otherwise.

3. License Grant

After payment and during the license term, Konxja grants the Licensee a limited, nonexclusive, nontransferable, nonsublicensable license to use the Licensed Materials internally to teach Authorized Students in the Named Program.

The license covers one Named Program and the cohort tier purchased:

Cohort tier	Authorized scope
Up to 40 students	No more than 40 Authorized Students during the license term.
More than 40 students	All students formally enrolled in the Named Program during the license term.

The license includes the number of Authorized Instructors reasonably necessary to teach and administer the Named Program. It does not permit use in multiple programs or campuses merely because they are part of the same institution.

4. Permitted Educational Use

During the license term, the Licensee may:

- provide student-designated materials to Authorized Students through a secure learning-management system, password-protected portal, controlled email, or printed classroom copy;
- provide instructor-designated materials, including answer keys and facilitator notes, only to Authorized Instructors;
- display licensed slides and materials during instruction for Authorized Users;
- administer licensed quizzes, cases, activities, and discussion prompts within the Named Program;
- select, sequence, or supplement units to fit the Licensee's course schedule, provided the underlying Licensed Materials are not substantively altered or misrepresented;
- allow an Authorized Student to retain one personal study copy of student-designated materials, subject to the restrictions in this Agreement; and
- create an accessible-format copy for an Authorized User with a documented need, provided the content and notices remain intact, the copy is secured, and it is not distributed beyond that user.

An instructor may add the instructor's own commentary, examples, policies, or supplemental resources. Added content must be clearly distinguished from Konxja content when necessary to avoid confusion.

5. Restrictions

The Licensee and Authorized Users may not:

- post any Licensed Materials on a public website, unrestricted learning platform, publicly accessible shared drive, social network, or file-sharing service;
- provide the Module to an unlicensed program, campus, employer, clinical affiliate, conference, continuing-education event, or outside participant;
- share instructor materials, answer keys, account credentials, secure links, or files with students or unauthorized people;
- sell, rent, sublicense, publish, redistribute, translate, or commercially exploit the Licensed Materials;
- remove or obscure copyright, trademark, attribution, confidentiality, watermark, or license notices;
- edit or create derivative versions for redistribution, except for the limited scheduling, supplementation, and accessibility permissions above;
- use the Licensed Materials to create a competing course, curriculum, book, quiz bank, study guide, consulting product, or commercial training service;
- upload Licensed Materials to a generative-AI system, model-training dataset, public document repository, or content-generation service;
- use the Licensed Materials to train an artificial-intelligence model or to generate substitute educational products;
- bypass access controls, watermarks, download limits, expiration settings, or other security measures; or
- continue classroom distribution, display, or new enrollment use after the license expires.

6. Cohort Count and Changes

The Licensee will select the cohort tier in good faith based on the number of students expected to be enrolled in the Named Program during the term.

If an “Up to 40 students” cohort grows above 40, the Licensee must notify Konxja and pay the difference for the larger-cohort tier within 30 days. Payment upgrades the license for the remainder of the current term; it does not create a second program license.

Konxja may request reasonable written confirmation of the Named Program, cohort tier, and number of Authorized Students no more than once per term unless there is a reasonable basis to suspect unauthorized use. Konxja will not request student names or education records merely to verify a cohort count.

7. Licensee Responsibilities

The Licensee will:

- identify a purchasing contact and a program-license administrator;
- restrict access to Authorized Users and use reasonable security;
- communicate the license restrictions to instructors and students;
- protect instructor-only materials and answer keys;
- remove access promptly when a user is no longer authorized;
- notify Konxja promptly of suspected unauthorized access, public posting, or distribution and cooperate in reasonable removal efforts;
- avoid sending Konxja student rosters, grades, education records, identifiable patient information, or protected health information unless separately agreed in writing;
- provide legally required notices and accommodations to its own students and employees; and

- comply with laws, accreditation requirements, professional standards, facility policies, and instructor-supervision requirements applicable to the Licensee.

The Licensee controls its curriculum and remains responsible for faculty qualifications, instruction, assessment, clinical supervision, accessibility, student records, and determining whether the Module is appropriate for its program and jurisdiction.

8. Ownership and Reservation of Rights

Konxja owns the Licensed Materials and all related copyrights, trademarks, methods, selection and arrangement, and other intellectual property, except for third-party material used under license or law. The Agreement grants limited use rights and does not transfer ownership.

The Licensee owns its original supplemental content and student or institutional records. Konxja receives no ownership in those materials.

No rights are granted by implication. All rights not expressly granted are reserved by Konxja.

9. Delivery, Security, and Updates

Konxja may deliver the Module through secure download, protected account, expiring link, learning platform, email, or another controlled method. The Licensee is responsible for compatible devices, internet access, local learning-platform administration, and ordinary end-user support.

Konxja may use licensee identification, order information, access controls, or watermarks to deter unauthorized distribution. These measures must be consistent with the Privacy Policy and should not expose student records.

Corrections and ordinary updates released for the purchased Module edition during the term are included unless the Order states otherwise. A materially expanded new edition, new language, new delivery format, separate continuing-education product, or different product may require a separate license.

10. Fees, Founding Rates, Taxes, and Refunds

The initial price is the price shown in the Order. Founding pricing applies only to eligible purchases completed through **September 30, 2026**.

An eligible Founding Licensee that remains in good standing may renew the same Named Program and cohort tier at the founding annual rate for renewal terms beginning on or before **December 31, 2028**. A change in cohort tier is charged at the corresponding founding-tier rate while the rate protection remains active. Rate protection ends if the license lapses, the Named Program changes, or the Licensee materially breaches the Agreement.

The Licensee is responsible for applicable taxes and procurement or payment fees unless the Order states otherwise.

Because the Module is digital and can be accessed, copied, and distributed after delivery, fees are nonrefundable once access or delivery has occurred, except for:

- a verified duplicate or unauthorized charge;
- Konxja's failure to provide the purchased access after a reasonable opportunity to correct the problem;

- a refund expressly stated in a negotiated Order; or
- a refund required by law.

11. Term and Renewal

The license begins on the date stated in the Order or, if none is stated, on the date Konxja first delivers access. The license continues for 12 months unless the Order states another period.

Unless the Licensee cancels as described below, the license **automatically renews at the end of each 12-month term for another 12-month term**, and Konxja will charge the payment method authorized at checkout. A separately negotiated institutional Order may provide for automatic invoicing instead of a stored-payment-method charge.

Before the initial purchase is completed, the product page and checkout must clearly disclose:

- that the license renews automatically each year until canceled;
- the renewal date or how it is calculated;
- the recurring annual price or the method for determining that price;
- the founding-rate protection, if applicable;
- how to cancel before the next renewal charge; and
- that cancellation affects future terms and does not shorten the current paid term.

Konxja must obtain the Licensee's separate affirmative authorization for recurring charges and provide a retainable order acknowledgment containing the renewal terms and cancellation method.

Konxja will send a renewal reminder to the purchasing and license-administrator contacts at least 30 days before each annual renewal. The reminder will state the scheduled charge date, the applicable renewal amount, the Named Program and cohort tier, the founding-rate status if applicable, and how to cancel.

To cancel automatic renewal, the Licensee may use the online account cancellation method or email **info@konxja.com** before the renewal charge is processed. Cancellation stops future renewal and does not shorten or refund the already-paid term except as required by law or expressly agreed by Konxja.

If Konxja changes the price or another material renewal term, Konxja will provide clear advance notice and a cancellation opportunity before the changed term takes effect. A failed renewal payment may result in notice, reasonable payment-retry efforts, and suspension or expiration of access if payment is not completed.

12. Educational Use and Professional Responsibility

The Module is educational and is designed to support instruction in MRI anxiety, patient care, communication, safety awareness, and related professional knowledge. It does not certify a program, instructor, or student and does not provide patient-specific medical advice, diagnosis, treatment, legal advice, or regulatory advice.

The Module does not replace:

- current laws, regulations, accreditation requirements, professional standards, facility policies, or manufacturer instructions;
- supervised clinical education, competency validation, or qualified professional judgment;
- medical assessment or emergency response; or

- the Licensee's responsibility to keep its curriculum current and appropriate.

Authorized Users must work within their education, credentials, assigned role, supervision, and scope of practice. Medication and condition examples are educational risk-recognition information; they are not instructions to diagnose, prescribe, change medication, or override clinical protocols.

Konxja does not guarantee examination passage, credentialing, accreditation, regulatory acceptance, patient outcomes, image quality, completion rates, workflow savings, revenue, or other results.

13. Confidentiality

Instructor-only materials, answer keys, nonpublic downloads, unpublished materials, secure links, and access credentials are Konxja confidential information. The Licensee will protect them using at least reasonable care and use them only as permitted by this Agreement.

Confidentiality does not apply to information the receiving party can document was lawfully known without restriction, becomes public without breach, is received lawfully from another source without a confidentiality duty, or is independently developed without use of the confidential information.

14. Suspension and Termination

Konxja may suspend delivery or access immediately for nonpayment, compromised credentials, public posting, security risk, or ongoing unauthorized distribution.

For another material breach, Konxja may give written notice and 10 days to cure when cure is reasonably possible. Publicly posted materials must be removed immediately. If the breach is not cured, Konxja may terminate the license.

The Licensee may terminate for Konxja's material breach if Konxja does not cure within 10 days after written notice, or within a longer reasonable period when cure has begun and requires more time.

At expiration or termination:

- the Licensee must stop new distribution, display, and instruction using the Module;
- shared and instructor copies must be removed from learning systems and controlled storage;
- Authorized Students may retain only the personal study copy already permitted under Section 4 and may not redistribute or use it commercially;
- instructor materials and answer keys must be destroyed or deleted; and
- a legally required archival copy may be retained but may not be used for instruction.

Termination does not excuse payment obligations or limit remedies for a prior breach.

15. Disclaimers

Konxja warrants that it has authority to enter this Agreement and grant the license described here. Except for that express warranty and any express promise in the Order, the Module is provided "as is."

To the fullest extent permitted by law, Konxja disclaims implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement. Konxja does not warrant that the Module will satisfy every institution's curriculum, accreditation, procurement, technical, or legal requirements.

16. Limitation of Liability

To the fullest extent permitted by law, neither party will be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, revenue, data, goodwill, opportunity, or anticipated savings.

Konxja's total aggregate liability arising from the Agreement will not exceed the fees paid or payable to Konxja for the applicable Named Program during the 12 months before the event giving rise to the claim.

These limitations do not apply to fraud, willful misconduct, breach of confidentiality, infringement or misappropriation of the other party's intellectual property, indemnification obligations, gross negligence where liability cannot lawfully be limited, or liability that applicable law does not permit the parties to limit.

17. Indemnification

To the extent permitted by law, the Licensee will defend, indemnify, and hold harmless Konxja and its owners, officers, employees, contractors, and agents from third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising from:

- the Licensee's or an Authorized User's unauthorized distribution, modification, or use of the Module;
- the Licensee's instruction, supervision, clinical decisions, or implementation;
- the Licensee's violation of privacy, education-record, accessibility, employment, or other law; or
- the Licensee's material breach of the Agreement.

This obligation does not apply to the extent a claim is caused by Konxja's breach, negligence, willful misconduct, or infringement.

For a public institution, each party's indemnification and liability obligations apply only to the extent permitted by applicable law and do not waive statutory protections or immunities.

18. Governing Law and Venue

The Agreement is governed by Oregon law, without regard to conflict-of-law principles. Unless the parties sign a different venue provision, the state and federal courts located in Multnomah County, Oregon, have exclusive jurisdiction.

Before filing a claim, the parties will make a good-faith effort to resolve the dispute through written notice and reasonable discussion, except when immediate injunctive relief is reasonably necessary to protect intellectual property, confidential information, personal data, or system security.

19. General Provisions

The Licensee may not assign, transfer, or sublicense the Agreement without Konxja's written consent. Konxja may assign it in connection with a merger, reorganization, sale of assets, or transfer of the Module or business.

If a provision is unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions continue. Failure to enforce a provision is not a waiver.

Amendments must be in writing and accepted by authorized representatives of both parties. Electronic signatures, checkbox acceptance, counterparts, and electronic records are effective to the extent permitted by law.

Sections concerning ownership, restrictions, confidentiality, payment, disclaimers, liability, indemnification, disputes, and other provisions that by their nature should survive will survive expiration or termination.

20. Notices and Contact

Formal notices must be sent by email to the addresses in the Order, with a copy to:

Konxja Consulting LLC
Portland, Oregon, United States
info@konxja.com
www.konxja.com

Online Acceptance Statement

The module-license checkbox should state:

I am authorized to bind the purchasing institution or program. I have read and agree to the Program License Agreement for the MRI Anxiety & Patient Care Curriculum Module.

The recurring-charge authorization should be a separate required, unchecked checkbox:

I authorize Konxja Consulting LLC to charge the payment method provided for the stated annual license price once each year until canceled. I understand that I may cancel before the next renewal charge through the institutional account or by emailing info@konxja.com.

Both checkboxes must be unchecked by default. The module-license checkbox must link directly to the complete current Agreement, and the recurring-charge authorization must appear immediately beside the automatic-renewal terms.