

TRIVANTIS SOFTWARE-AS-A-SERVICE AGREEMENT

Revised: September 25, 2019

IMPORTANT-READ THIS TRIVANTIS SOFTWARE AS A SERVICE AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE CONTINUING REGISTRATION. BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT THROUGH A PURCHASE ORDER THAT INCORPORATES THIS AGREEMENT, YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICES.

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has ordered software as a service from SC eLearning, LLC. dba Trivantis. ("Trivantis") or an authorized distributor by clicking the purchase button that incorporates this Trivantis software as a service agreement (collectively, the "Agreement"). Software as a service consists of system administration, system management, and system monitoring activities that Trivantis performs for Trivantis services, and includes the right to use the Trivantis services, support services for such Trivantis programs, as well as any other services provided by Trivantis, (collectively, the "Services"). The term "program documentation" refers to the program "help" as well as any other materials provided by Trivantis as part of the Services. The term "Trivantis services" refers to the software products owned or distributed by Trivantis to which Trivantis grants you access as part of the Services, including program documentation, and any service updates provided as part of the Services. The term "users" shall mean those individuals authorized by you or on your behalf to use the Services. The term "your data" refers to the data provided by you that resides in your services environment.

B. Applicability of Agreement

This software as a service agreement is valid for the term of the purchase period.

C. Rights Granted

Upon Trivantis' acceptance of your Purchase Order and for the duration of the Services Term defined therein, you have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for your internal business operations and subject to the terms of this Agreement. You may allow your users to use the Services for this purpose and you are responsible for your users' compliance with this Agreement.

You acknowledge that Trivantis has no delivery obligation and will not ship copies of the Trivantis services to you as part of the Services. You agree that the rights conferred under this Agreement are limited to the license to use the Trivantis services specified at the time of purchase. Upon the termination of this Agreement or the Services hereunder, your right to use or access the Trivantis services, including, but not limited to, any express or implied grant of license, shall immediately terminate.

D. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your data. Trivantis or its licensors retain all

ownership and intellectual property rights to the Services. Trivantis retains all ownership and intellectual property rights to anything developed and delivered under this Agreement.

Third party technology that may be appropriate or necessary for use with some Trivantis services is specified in the program documentation as applicable. Your right to use such third party technology is governed by the terms of this Agreement. You may not:

- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Trivantis services or materials available, to any third party other than, as expressly permitted under the terms of this Agreement.

The rights granted to you under this Agreement are also conditioned on the following:

- the rights of any user licensed to use the Services (e.g., on a "named user" basis) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the license).

E. Warranties, Disclaimers and Exclusive Remedies

Trivantis warrants that the Services will perform in all material respects in accordance with the terms as outlined in the help section of the Services. TRIVANTIS DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT TRIVANTIS WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT TRIVANTIS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TRIVANTIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Trial Use of the Services

You may request a trial version of the Services for use for a period of 30 days, subject to the terms and conditions of this Agreement. Services acquired for trial purposes are provided "as is" and Trivantis does not offer any warranties for such services.

G. Indemnification

If a third party makes a claim against either you or Trivantis ("Recipient" which may refer to you or Trivantis depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, or material ("Material") furnished by either you or Trivantis ("Provider" which may refer to you or Trivantis depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses, including by not limited to, reasonable attorney fees, reasonable witness fees and any amount awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the

claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Trivantis' ability to meet its obligations under the relevant license, then Trivantis may, at its option and upon 30 days prior written notice, terminate the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or services policies or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third party portal or other external source that is accessible to you within or from the service (e.g., a third party Web page accessed via a hyperlink). Trivantis will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Trivantis. Trivantis will not indemnify you for infringement caused by your actions against any third party if the Services as delivered to you and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Trivantis will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this Agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Support Services

Support services provided under this Agreement are specified in the Trivantis Support Services Level Agreement available on the Trivantis Website at www.trivantis.com.

I. Agreement Termination

Services provided under this software as a service agreement shall be provided for the period of time purchased, unless terminated earlier in accordance with this Agreement. The term of the Services and any renewal periods are collectively defined as the "Services Term." At the end of the Services Term, all rights to access or use the Services, including the Trivantis services shall end.

If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may immediately terminate this Agreement. If Trivantis terminates this Agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such date of termination. If Trivantis ends the Services under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services plus related taxes and expenses. The non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that in the event that you are in default under the terms of this Agreement, you may not use the Services purchased and Trivantis may take all steps necessary to limit your access thereto unless and until said default is cured. In addition, Trivantis may immediately suspend your password, account, and access to or use of the Services in the event: (i) you fail to pay Trivantis as required under the Agreement and do not cure within the first ten days of the 30 day cure period, or (ii) you violate any provision within sections C, D, N or R of this software as a service agreement. Trivantis may terminate the Services hereunder if any of the foregoing is not cured within 30 days after Trivantis' initial notice thereof. Any suspension by Trivantis of the Services under this paragraph shall not excuse you from your obligation to make payment(s) under this Agreement.

Upon your written request, and for a period of up to 60 days after the termination of this Agreement, Trivantis may, in its sole and exclusive discretion, permit you to access the Services solely to the extent necessary for you to retrieve a file of your data then in the Services environment. You agree and acknowledge that Trivantis has no obligation to retain your data and that your data may be irretrievably deleted following the termination of this Agreement. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes

You agree to pay for all services ordered as set forth at the time of purchase. All fees due under the Agreement are non-cancelable and the sums paid nonrefundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Trivantis must pay based on the Services you purchased, except for taxes based on Trivantis' income. Standard purchasing shall be provided through the Trivantis eCommerce portal. Under specific circumstances, You may purchase services through the use of a corporate Purchase Order. "Purchase Order" means a company generated document indicating the name of the company, and services requested. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice. Services shall automatically renew based on the purchase period, and shall continue until You cancel such services through the product, or by sending a cancellation notice to AR@trivantis.com. If you do not pay an invoice within 90 days of the date of the invoice Trivantis can terminate your access to the services without notice.

You agree that you have not relied on the future availability of any services, programs or updates in entering into the payment obligations in the ordering document; however, the preceding does not relieve Trivantis of its obligation to deliver services that you have ordered per the terms of the Agreement.

K. Nondisclosure

By virtue of the Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under the Agreement. Confidential Information shall be limited to the terms and pricing under the Agreement, your data residing in the Services environment, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. We each agree to hold each other's Confidential Information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under the Agreement. Trivantis will protect the confidentiality of your data residing in the Services environment in accordance with the Trivantis security practices specified in the Services policies referenced in the ordering document. Nothing shall prevent either party from disclosing the terms or pricing under the Agreement in any legal proceeding arising from or in connection with the Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

L. Entire Agreement

You agree that the Agreement (including the information which is incorporated into the Agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the Services ordered by you, and that the Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of the Agreement is found to be invalid or

unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Agreement. It is expressly agreed that the terms of any Trivantis invoice shall be expressly incorporated herein by reference and the terms of this Agreement, including any Trivantis invoice, shall supersede the terms in any Purchase Order or other non-Trivantis document and no terms included in any such Purchase Order or other non-Trivantis document shall apply to the Services ordered. This Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted by authorized representatives of you and of Trivantis.

M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. TRIVANTIS' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO TRIVANTIS FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST TRIVANTIS SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THIS AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export control laws govern your use of the Services (including technical data) and any services deliverables provided under this Agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software services and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O. Other

1. Trivantis is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.
2. This Agreement is governed by the laws of the state of Florida and you and Trivantis agree to submit to the exclusive jurisdiction of, and venue in, the courts in Broward County in any dispute arising out of or relating to the Agreement.
3. If you wish to provide a notice under the Indemnification section of this software as a service agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: SC eLearning, LLC., 400 Fairway Dr., Suite 101, Deerfield Beach, Florida 33441, Attention: Contracts Department. Trivantis may give notice applicable to Trivantis' software as a service customer base by means of a general notice on the Trivantis portal for the Services, and notices specific to you by electronic mail to your e-mail address on record in Trivantis' account information or by written communication sent by first class mail or pre-paid post to your address on record in Trivantis' account information.
4. You may not assign the Agreement or give or transfer the Services or any interest therein to any other party .
5. Except for actions for nonpayment or breach of Trivantis' proprietary rights, no action, regardless of form,

arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

6. Trivantis may audit your use of the Services. You agree to cooperate with Trivantis' audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the Services in excess of your rights. If you do not pay, Trivantis can end your services and/or this Agreement. You agree that Trivantis shall not be responsible for any of your costs incurred in cooperating with the audit.

7. The Uniform Computer Information Transactions Act does not apply to this software as a service agreement or purchases placed under it. You understand that Trivantis' business partners, including any third party firms retained by you to provide computer consulting services, are independent of Trivantis and are not Trivantis' agents. Trivantis is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a Trivantis subcontractor on an engagement ordered under this software as a service agreement.

P. Force Majeure Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the Services.

Q. Your Data

In performing the Services, Trivantis will comply with the Trivantis Data Security Policy, which is available at <https://trivantis.com/trivantis-information-security-policy> and incorporated herein by reference. The Trivantis Information Security Policy is subject to change at Trivantis' discretion; however, Trivantis policy changes will not result in a material reduction in the level of protection provided for your data during the period for which fees for the Services have been paid. The Services policies referenced on the company's website specifies our respective responsibilities for maintaining the security of your data in connection with the Services. Trivantis reserves the right to provide the Services from locations, and/or through use of subcontractors, worldwide. You agree to provide any notices and obtain any consents related to your use of the Services and Trivantis' provision of the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

R. Restrictions on Use of the Services

You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Trivantis under this Agreement, Trivantis reserves the right to remove or disable access to any material that violates the foregoing restrictions. Trivantis shall have no liability to you in the event that Trivantis takes such action. You agree to defend and indemnify Trivantis against any claim arising out of a violation of your obligations under this section.

S. Services Tools

Trivantis may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the Services and to help resolve your Trivantis service requests. The tools will not collect, report or store any of your data residing in the service production environment, except as necessary to troubleshoot service requests or other problems in the service. Data collected by the tools (excluding production data) may also be used to assist in managing Trivantis' product and service portfolio and for license management. You agree that (a) except as set forth in the following paragraph, you may not access or use the tools.

If Trivantis provides you with access to or use of any tools in connection with the Services, your right to use such tools is governed by the license terms that Trivantis specifies for such tools; however, if Trivantis does not specify license terms for such tools, you shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate your administration and monitoring of your services environment, subject to the terms of this Agreement. Any such tools are provided by Trivantis on an "as is" basis and Trivantis does not provide technical support or offer any warranties for such tools. Your right to use such tools will terminate upon the earlier of Trivantis' notice (which may be through posting on <https://trivantis.com/contact-support> or such other URL designated by Trivantis), the end of the Services Term, or the date that the license to use such tools ends under the license terms specified for such tools.

T. Statistical Information

Trivantis may compile statistical information related to the performance of the Services, and may make such information publicly available, provided that such information does not incorporate your data and/or identify your Confidential Information or include your company's name. Trivantis retains all intellectual property rights in such information.

U. Third Party Web Sites, Content, Products and Services

The Services may enable you to add links to Web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. Trivantis is not responsible for any third party Web sites or third party content provided on or through the Services and you bear all risks associated with the access and use of such Web sites and third party content, products and services.

You agree to the Terms and Conditions and Privacy Policy of IntelligenceBank for your use of Trivantis Vaast.

V. Customer Reference

You agree (i) that Trivantis may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases, (ii) to develop a brief customer profile for use by Trivantis on www.trivantis.com for promotional purposes, and (iii) use the email addresses of program participants for the purpose of marketing program enhancements, or other Trivantis product information during the term of this Agreement.

W. Privacy Policy and Terms of Use

Trivantis is committed to responsibly handling the information and data we collect through our Services in compliance with our [Privacy Policy](#) and [Terms of Use](#), which are incorporated by reference into the Agreement. Please review these policies so you are aware of how we collect and use your personal information.