



ITI LEARNING HUB SERVICE AGREEMENT BETWEEN INDUSTRIAL TRAINING INTERNATIONAL LLC AND CUSTOMER

This ITI Learning Hub Service Agreement (the "Agreement") is entered into by and between Industrial Training International LLC, a Washington limited liability corporation ("ITI"), and the customer ("Customer") and is made effective as of the date of execution of the Purchase Agreement by each of the parties hereto (the "Purchase Agreement"). In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the authorized representatives of the parties, on behalf of the parties hereto, agree as follows:

1. Services; Term:

1.0 Services:

ITI provides an online platform and professional services as defined on the Estimate and/or sales order delivered to the Customer ("Sales Order") for the specified features and Learning Hub services as set forth in the Sales Order (the "Service") that allows the Customer to access one unique hosted domain site ("Site") and provide access to one or more ITI content libraries ("ITI Content Libraries"). This Site is made available to Customer's employees, its customers and partners' employees for the number and type of users specified on the Sales Order ("Authorized Users") via the Internet. A user is included in the Authorized User count if that user accesses the platform at least once during the period specified on the Sales Order. As long as this Agreement remains in effect and has not been terminated in accordance with the provisions hereof, ITI hereby agrees to provide Site configuration(s) as indicated on the attached Sales Order.

Customer is responsible for selecting and activating its users expressly authorized to use the Site (the "Authorized Users"). The Customer may only use the Service for the number of Authorized Users defined in the Sales Order. Authorized User accounts are created and activated through the Site by providing current, complete and accurate information for each Authorized User as prompted by the online form or as required through Authorized User import feature. Each Authorized User must have a personal, non-transferable password. Authorized User accounts cannot be shared or used by more than one individual. The Service includes 50 GB of data storage. If Customer exceeds its data storage limit, additional data storage can be purchased from ITI at then current pricing, as determined by ITI from time to time in its sole discretion.

1.1 ITI Content Libraries:

Customer shall be granted access to the ITI Content libraries as defined in the Sales Order and made available to Customer's Authorized Users via the Internet. Customer may not alter, modify, customize, translate or change in any fashion, the content, images, graphics, audio, video, text, or otherwise of the Site or the ITI Content Libraries in part or its entirety. Customer acknowledges and understands that all material provided by ITI to Customer is copyrighted, and that ITI or one of our 3rd party content providers owns the copyright.

1.2 Customer Payment of Fees; Non-Payment:

Customer shall pay ITI in full the Fees for the Services set forth on the Sales Order, plus applicable taxes (the "Service Fees") thirty (30) days from commencement of the Services period. ITI reserves the right in its sole and exclusive discretion to immediately suspend the Service if the Customer's account becomes delinquent, over thirty (30) days from invoice due date. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less. After forty-five (45) days of the date of any invoice due date, ITI shall have the right, in its sole discretion, to immediately terminate this Agreement in accordance with section 2.

1.3 Term and Renewal:

This Agreement commences upon the "Service Start Date" (as set forth in the Sales Order) is non-cancelable, unless terminated as set forth below in section 2. The Initial Term of this Agreement is defined in the Sales Order commencing on the "Service Start Date" and ending on the "Service End Date". Upon the expiration of the Initial Term or then current Renewal Term (collectively "Term"), the Sales Order will automatically renew for an additional two (2) subsequent twelve (12) month terms unless Customer provides a thirty (30) day advance written notice to ITI that they would like to terminate the Services at the end of the current term (each additional period, a "Renewal Term"). Unless otherwise stated in the Sales Order, Renewal Terms fees will not increase automatically, and will not increase by more than 5% in any Renewal Term.

1.4 License and Service Usage:

Subject to payment of the applicable Service Fees, ITI grants Customer a non-exclusive, revocable (upon termination of this Agreement) royalty free, non-transferrable and non-sub-licensable (except for Authorized Users) fully paid-up, world-wide license, during the term of this Agreement, to access and use the ITI-provided Site(s) for the number of Authorized Users specified on the Sales Order solely for purposes of using the Services. Customer is permitted to store, reformat, print, and display the Content only for Customer's Authorized Users. Customer retains sole and exclusive ownership, and all title, interest and rights with respect to any Content supplied by Customer (the "Customer Content"). Unauthorized use or resale of the Service is expressly prohibited. The Customer shall not copy, license, sell, transfer, make available, distribute, or assign this license referenced herein or any Service, Site, ITI Content Library or software to any third party.

1.5 Assignment:

Customer may assign this Agreement in whole only as part of a corporate reorganization, consolidation, merger, or sale of substantially all (greater than 50%) of its assets, and only upon at least ten (10) days' prior written notice to ITI. Customer may not otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of ITI, and any attempted assignment or delegation without such consent will be void and of no effect. ITI may assign this Agreement in whole or part, provided ITI remains responsible for delivery of Services. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

1.6 Customer Responsibility:

Customer is responsible for all actions conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Customer shall ensure that all access and use of the Service by Authorized Users is in accordance with the terms and conditions of this Agreement, including but not limited to those Authorized Users that are contractors, agents, and Customer affiliates. Any action or breach by any of such contractors, agents or affiliates shall be deemed an action or breach by Customer and Customer shall be solely and exclusively responsible and liable for Customer's contractors', agents' or affiliates' acts, omissions and noncompliance with this Agreement. Customer is responsible for maintaining its Site, including creation, importing or maintenance of any Customer Content through the creation of training or communication modules; adding and maintaining Authorized Users including access rights and providing passwords; enrolling Authorized Users in modules; and executing and reviewing management reporting. Customer assumes sole responsibility for (a) acquiring any authorization(s) necessary for hypertext links to third party web sites, (b) the accuracy of materials comprising Content, (c) ensuring that Content does not infringe or violate any right of any third party including intellectual property and ownership rights in Customer Content and Data, (d) maintaining and securing Authorized User names and passwords, and (e) paying all Fees and applicable costs set forth in the applicable Sales Order. Customer is responsible for providing, maintaining and ensuring it has proper access to the appropriate high-speed internet connection required for normal use of the Service. Customer is responsible for all fees relating to internet access and the network connections that are required to connect the Customer's network to the Service. Customer is responsible to ensure that Content does not contain any text, pictures, graphics, or materials which are obscene, threatening, malicious, which infringe on or violate any applicable law or regulation or any proprietary, contract, moral, privacy or other third party right, or which otherwise exposes ITI to civil or criminal liability. Any Content placed on the Site that does not satisfy the foregoing requirements shall be deemed to be a material breach of this Agreement.

1.7 Confidentiality:

Each Party agrees that during the course of this Agreement, information that is confidential may be disclosed to the other Party, including, but not limited to, intellectual property, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is in the public domain at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive beyond the expiration or termination of this Agreement.

2. Termination:

2.0 Termination:

Upon any termination of this Agreement in accordance with its terms, as defined in section 1.2, Customer shall remain fully liable and responsible for payment of any and all Services ordered by the Customer that remain unpaid at the date of such termination. In addition, in the event of a default, as defined in section 2.1 by Customer, Customer shall be liable for a termination charge equal to 100% of the remainder of the then current term. It is agreed that ITI's damages, in the event the Services are terminated prior to the completion of the then current Term, shall be difficult to ascertain, thus the termination charge set forth above is intended as liquidated damages and not as a penalty. Notwithstanding anything else in this Agreement to the contrary, Customer hereby knowingly, voluntarily and irrevocably waives and releases ITI from any and all damages, costs, losses, claims, expenses, liability or causes of action, at law or in equity, to which Customer may claim or otherwise have been entitled to as a result of any suspension of Services or termination of this Agreement, provided that such suspension or termination is in accordance with the terms hereof.

2.1 Termination for Cause:

Either party may terminate this Agreement or suspend the Services for cause immediately, and without prior written notice, upon the occurrence of any of the following, which shall each constitute a material breach of this Agreement: any unauthorized access, use, copying, disclosure, distribution, assignment or sublicensing of the Service or Site or any related methods, algorithms, techniques, or processes as they relate to the creation, operation or maintenance of the Service or Site, negligence or willful misconduct, non-payment, violation of law, or any other material breach of this Agreement by ITI, Customer or any Authorized User activated by Customer. ITI in its sole discretion may terminate any password, account, Authorized User or use of the Service and remove and discard any Content within the Service if Customer materially breaches this Agreement.

3. Delivery of Services

3.0 Customer Content and User Information:

ITI requires the Customer to provide Authorized User information to utilize the Service. Customer Content and Authorized User information shall be the sole and exclusive property of Customer. ITI shall not distribute, sell, assign, transfer or share Customer's Content or Authorized User information. Customers' email addresses are used to provide Authorized Users with username, passwords and enrollment information. ITI will email administrator information regarding updates to the Service or ITI. ITI may access Customer's Site, including its Content, to respond to Service or technical problems. To facilitate this support the Customer shall provide ITI with a unique Site User ID, or the Site administrator's unique ID and password if requested.

3.1 System Availability:

ITI shall provide a minimum quarterly System Availability as provided in the System Availability Chart below. Failure of ITI to meet the minimum System Availability as provided in the schedule set forth below during any calendar quarter shall result in credit(s) consisting of a percentage of the fees paid allocable to such quarter according to the schedule set forth below. Credits shall apply against the fee for the quarter for which such credit is earned and shall be applied on the next Customer invoice. This credit is the Customers' sole and exclusive remedy for such downtime. Scheduled maintenance downtime (typically a 3-hour period between Saturday 7 am and Sunday 11 pm EST) which Customer has been made aware of at least 1 business day(s) in advance and additional emergency downtime agreed to by Customer at least 6 hours prior to such downtime shall not be included in the below calculation. "System Availability" shall mean that the Customer's Site(s) may be accessed by the authorized number of Authorized Users.

Quarterly System Availability	Quarterly Credit %
99% or above	0
Less Than 99%	2%
Less Than 98%	5%
Less Than 97%	7%
Less Than 90%	10%
Less Than 80%	25%

4. Warranties & Rights:

4.0 Proprietary Rights:

Except for the licenses granted herein, Customer has no right, title or interest in or to ITI, the Service, ITI software, any ITI Content, any ITI Content Library, any Site or materials provided by ITI or its licensors, including, without limitation, documentation, stories, articles, text, images, and other multimedia provided by ITI and all such right, title and interest shall remain exclusively with ITI and its licensors, as applicable. In addition, ITI shall have a royalty-free, worldwide, transferable, sub-licensable, assignable, commercial, irrevocable, and perpetual license to use or incorporate into the Service any enhancement requests, recommendations, improvements, enhancements or other feedback provided by Customer, including Authorized Users, relating directly or indirectly to the Service. Any rights not expressly granted herein are reserved by ITI. ITI and/or other ITI products and services referenced herein are either trademarks or registered trademarks of ITI. The names of other companies and products mentioned herein may be the trademarks of their respective owners. Customer shall not and shall not permit any Authorized User or third party to modify, decompile, disassemble or otherwise reverse engineer the Service. Customer shall not remove, use or modify any copyright, trademark, logo, brand, phrase or other marking or any notice of ITI' proprietary rights. Customer grants no right, title or interest in its Content to ITI by virtue of this Agreement or by providing Content to ITI directly or indirectly by inputting or loading it into the Service. ITI has no right, title or interest in or to Customer's Content or Authorized User information, except as provided in Section 1, above.

4.1. Ownership of Customer Data and Content

Customer data, Content, and Customer's trademarks and logos on the online learning infrastructure (the Site and the Service) provided by ITI are and shall remain the sole and exclusive property of Customer, and all right, title, and interest in the same shall remain in and inure to Customer, subject to the terms and conditions of this Agreement.

4.2. Security of Customer Data

Customer shall undertake commercially reasonable efforts to ensure the security of its account ID, password, and connectivity with the Service is aligned with industry standards and best practices. If Customer becomes aware of the theft or compromise of an administrative account ID or password or other data submitted by Customer (collectively, "Customer Data"), Customer shall use its best efforts to change the password as soon as is feasible and inform ITI of the compromise. Customer acknowledges that responsibility for all Customer Data, text, information, messages and other material submitted by Customer or its Authorized Users to the Service lies solely with Customer. ITI shall not be liable or responsible for the content of Customer Data brought to the Service or the Software by Customer's Authorized Users unless the Service or the Software directly affects Customer Data; Customer is solely responsible for all Customer Data. ITI may change the authorization method for access to the ITI Service if it determines in its sole discretion that there are circumstances justifying such changes. Notwithstanding the foregoing, Customer agrees that ITI shall not be liable to Customer for any loss, misuse or alteration of Customer Data exported by Customer or a Customer's Authorized Users to third-party applications (e.g., Microsoft Excel). ITI will implement and maintain appropriate technical and organizational measures intended to prevent the loss, destruction, damage and unauthorized use of Customer Data, and will without undue delay, notify Customer of any security breaches of the Service affecting Customer Data. Notwithstanding the foregoing, Customer acknowledges and agrees that it is impossible for ITI to completely prevent the unauthorized copying of Customer Content (Text, video, audio, or images), uploaded using the Service and provided to your Authorized Users. Without limiting the generality of the foregoing, and by way of example, your Authorized Users could violate your required terms and conditions and attempt to pirate, copy, or download Customer Content. Accordingly, ITI MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, THAT CUSTOMER CONTENT UPLOADED TO THE SERVICE WILL BE SECURE FROM UNAUTHORIZED COPYING. ITI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THE UNAUTHORIZED COPYING OR DOWNLOADING OF CUSTOMER CONTENT.

4.3. License to Use Customer Data

Customer hereby grants ITI a limited, revocable, non-exclusive, royalty-free, fully paid up, non-assignable, non-sublicensable, worldwide license to use Customer Data during the Term solely for the purposes of: (a) providing the Service under this Agreement, including collecting, processing, storing, generating, uploading and displaying Customer Data; (b) technical administration of the Service; and, (c) Data Aggregation. "Data Aggregation" shall mean the process where Customer Data is gathered and reproduced in an anonymized format, to allow ITI to review and disclose aggregate statistics about users of the Service. ITI will only disclose such information in anonymized form and in the aggregate. For the avoidance of doubt, Data Aggregation shall not include any Customer Data that could be considered "personally identifiable information" and shall not directly or indirectly identify Customer or any Authorized User. In addition to the obligations in Section 9 of this Agreement, ITI shall: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law and regulations to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purposes permitted in accordance with this Agreement, any Order Schedule, and applicable law and regulations; and (c) not use, sell, rent, transfer, share, distribute, or otherwise disclose or make available Customer Data (including any personally identifiable information therein) without Customer's prior written consent.

4.3.1 Data Privacy; Personal Data from the EU/EEA; Compliance with CCPA

ITI processing of personal data of data subjects in the EU/EEA shall be governed by ITI's Privacy Policy. For personal information of California residents, ITI acts as a Service Provider under the terms found in the California Consumer Privacy Act of 2018 (1798.100) the "CCPA" herein. ITI shall only process personal information (as defined under the CCPA) for the purposes set forth in this Agreement, and not for any other purpose. ITI shall not sell (as "sale" is defined under the CCPA) personal information obtained from Customer under this Agreement. ITI acknowledges and certifies to Customer that ITI is aware of the obligations and requirements of a Service Provider under the CCPA and shall comply with such obligations and requirements in its processing of personal information as defined under the CCPA.

4.4 Indemnification

Customer agrees to indemnify, defend, and hold harmless ITI, and its owners, affiliates, subsidiaries, parent entities, members, managers, directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt, expense, fee, damages or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) would constitute a breach of any of Customer's representations, warranties, or agreements hereunder; (ii) arises out of the violation of law or negligence, act, omission or willful misconduct of Customer; or (iii) any of the Content or Customer Data to be provided by Customer hereunder or other material on the Site infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

ITI shall defend any third-party claim, suit or proceeding brought against Customer which alleges that the Service infringes any U.S. patent or copyright, provided Customer promptly notifies ITI of the claim and gives ITI the full authority and assistance to defend against the claim. As Customer's sole remedy for any actual Service infringement, ITI shall, at its option and expense, (i) replace or modify the Service to avoid such infringement; or (ii) obtain for Customer the right to continue using the Service. If the Service is adjudged to be infringing and none of the foregoing is practicable and commercially reasonable to avoid the infringement claim in the reasonable judgment of ITI, it may refund the Service Fees paid for such infringing Service and terminate this Agreement. ITI and its licensors disclaim all other liability for infringement claims. ITI shall have no liability for any infringement claims based on (A) combination of the Service with products or software not supplied by ITI, (B) modification or alteration of the Service by ITI in accordance with Customer's instructions or by parties other than ITI, or (C) actions by Customer or its agents in violation of this Agreement.

4.5 Warranties:

EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, ITI DOES NOT WARRANT THAT THE SERVICE, ITI CONTENT, ITI CONTENT LIBRARY OR ANY OTHER ITI INFORMATION, (INCLUDING, WITHOUT LIMITATION, CONFIDENTIAL INFORMATION) WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, VIABILITY OR OTHERWISE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ITI AND ITS LICENSORS.

4.6 Limitation of Liability:

EXCEPT FOR WILLFUL INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, BREACH OF CONFIDENTIALITY, AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE CUSTOMER'S USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL ITI'S AGGREGATE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY OR DUE FROM CUSTOMER UNDER THE APPLICABLE SALES ORDER (WHICHEVER IS GREATER) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

4.7 Third-Party Service Providers and Applications.

ITI may use third party providers in providing, administering, and maintaining the Service, provided that ITI ensures that any such third-party providers use Customer Data and Confidential Information for the sole purpose of enabling ITI to perform its obligations under this Agreement. These third-party providers may include, without limitation, online application platform providers, data storage providers, and other technology providers. ITI shall conduct adequate due diligence to ensure that all such third-party providers are in compliance with the requirements of this Agreement regarding the processing of Customer Content and Customer Data. The Service may also use features that interoperate with third party applications. ITI may cease providing certain third-party applications without entitling Customer to any refund, credit or other compensation or remedy, provided removal of the feature(s) provided by such third party does not compromise or create adverse effects upon any of the material functions of ITI Service or Customer Data.

5.0 Support and Professional Services:

5.1 Maintenance and Support

Unless otherwise expressly agreed, ITI will provide contracted maintenance and support services as described in this Section during the Term. During the Term, ITI will (i) provide enhancements to the Service that are generally made available to ITI' customers and (ii) provide helpdesk support during ITI' customer support department business hours (6 a.m. to 5 p.m. PST), Monday through Friday excluding ITI holidays, to address issues concerning use and performance of the Service. ITI will use reasonable efforts to correct significant programming errors and to repair or replace parts of the Service not performing substantially in accordance with the applicable user documentation, as selected by ITI, provided notice of such is received by ITI during the Term. Such enhancements are governed by this Agreement. ITI is not obligated to investigate or correct defects found by ITI to be (i) caused by Customer's negligence or modification of the Service or use thereof in combination with software not provided by ITI; (ii) caused by improper or unauthorized use of the Service; or (iii) due to external causes including without limitation hardware problems, power failure or electric power surges. To facilitate such maintenance and support services and as a condition thereof, Customer shall (i) appoint and identify a system manager and alternate as ITI' sole contact point for maintenance and support issues, who shall obtain training in the use of the Service; (ii) promptly notify ITI' customer support department of bugs or other problems requiring maintenance service.

5.2 Professional Services

ITI shall provide professional services relating to the Service, such as onboarding, training, implementation, consulting, mentoring, programming, conversion, and testing, as stated on an applicable Sales Order or agreed statement of work. Such services are provided on a time and materials basis, plus applicable travel and living expenses, in accordance with ITI's then current price list or as stated on the Sales Order. The amount of services stated on the Sales Order or statement of work is only an estimate of the total amount needed for the project, and Customer will be charged for the actual services provided. Customer shall reasonably cooperate with ITI in performing such services, including providing ITI with safe and timely access to Customer's computer systems, personnel, facilities, utilities, and information reasonably necessary to the performance of such services. Customer is responsible for the completeness, accuracy and legal availability of the information and data it supplies to ITI for use hereunder. Subject to the terms and conditions of this Agreement, Customer shall have a non-exclusive license to use and copy any computer software or documentation created or developed by ITI in performing such professional services to the same extent as, and in conjunction with using, the Service in accordance with the terms and conditions hereof. ITI shall retain title and ownership of all intellectual property rights in any work product and has the right to perform and provide the same or similar services and resulting work product to any third party, exclusive of any Content or confidential information of Customer provided to ITI.

6. Export & Miscellaneous:

6.0 Local Laws and Export Control:

The Service uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Customer represents and warrants that it is not in an Embargoed Country or a Designated National, and acknowledges and agrees that the Service shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). ITI makes no representation that the Service is appropriate or available for use in any location. If Customer uses the Service from outside the United States of America, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States law is prohibited. Customer acknowledge and agrees that none of the Content, nor any information acquired through the use of the Service, is or will be used for any nefarious, illegal or objectionable purpose, including, without limitation, nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes.

6.1 General:

No terms and conditions set forth on any purchase order, preprinted form or document (other than a signed Sales Order, if applicable) shall add to or vary the terms and conditions of this Agreement, the Sales Order or any Purchase Agreement executed by the Parties, except a written amendment signed by both parties. The English language version of this Agreement shall control. If ITI Fees do not include any local, state, federal or foreign taxes, levies or duties of any kind, the Customer is responsible for paying all taxes, excluding only taxes based on ITI's net income. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and ITI as a result of this agreement or use of the Service. Customer acknowledges that the Software may contain or be accompanied by certain third-party software products ("Third-Party Products"). These Third-Party Products, if any, are identified in, and subject to, special license notices, terms and/or conditions as set forth in a text

file, installation file or similar file or folder accompanying the Software (“Third-Party Notices”). The Third-Party Notices may include important licensing and warranty information and disclaimers. In the event of conflict between the Third- Party Notices and the other portions of this Agreement, the Third-Party Notices will take precedence (but solely with respect to the Third-Party Products to which the Third-Party Notices relate). Customer acknowledges that the Third- Party Products are licensed for use solely with the Software and may not be used on a stand-alone basis or with any other third-party products. The failure of ITI to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ITI in writing. This Agreement, including the Sales Order, comprises the entire agreement between Customer and ITI and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

6.2 Force Majeure:

Except for the payment of any fee by Customer, including, without limitation, Service Fees by Customer when due hereunder, neither party shall have any liability to the other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the supplier or any other party), outbreak, pandemic failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, or regulation, accident, breakdown of plant or machinery, fire, flood, or storm, provided that the other party is notified of such an event and its expected duration.

6.3 Governing Law:

This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of laws provisions, and Customer and ITI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in the City of Seattle, Washington, and Customer and ITI hereby irrevocably and unconditionally submit to the jurisdiction of such courts in the State of Washington.

6.4 Amendment:

No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

6.5 Entire Agreement:

This Agreement, the Sales Order and the Purchase Agreement collectively constitute the full, final and comprehensive agreement between Customer and ITI with respect to the subject matter hereof and there are no representations, understandings, duties, obligations or agreements which are not fully and collectively expressed therein.

6.6 Waiver:

The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

6.7 Notices:

Any notice or demand which is required to be given hereunder shall be deemed to have been sufficiently given and received when delivered in person or e-mail, three business days after being sent by registered or certified mail, return receipt requested, postage paid, or one business day after being sent via a nationally recognized overnight delivery service, in each case to the intended recipient at the address or e-mail address as set forth on the Sales Order.

6.8 Publicity:

ITI may refer to the Customer directly or indirectly in any advertisement, news release, publication or marketing materials. ITI shall have the right to list Customer (and have a limited, non-exclusive, royalty-free license to use, modify, copy and publish Customer’s trademark or logo) in ITI’ client list as published on ITI’ website. Customer agrees to publish a press release with ITI.