

Cloud Services Agreement

Last Updated January 1, 2020

This Cloud Services Agreement (“Agreement”) is a binding legal contract between the entity (“you”, “your” and the like) specified in a fully executed order document referencing this Cloud Services Agreement (the “Order”, and the Order together with this Cloud Services Agreement, the “Agreement”) and WorkRamp, Inc. (“WorkRamp,” “Us”, “We”). By accessing or using the Services, you will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, we are not willing to license any right to use or access the Services. You represent that you are lawfully able to enter into contracts on behalf of your organization.

1. Copies of This Agreement; Updates. You may print a copy of this Agreement using the print button or feature in your browser. We suggest retaining a copy for your future reference. You should be aware, however, that we may make modifications, deletions and/or additions to this Agreement (“Changes”) at any time. Changes will be effective: (i) thirty (30) days after we provide notice of the Changes, whether such notice is provided through the Services user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first. You may use your browser to print copies of any updated Agreement.

2. Services; Changes. Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable, terminable at-will license to: (i) access and use our cloud services for internal personnel training; and (ii) solely if expressly specified on the Order, access and use our cloud services for purposes of offering web-based training to third parties (the “**Services**”). We may change or discontinue all or any portion of the Services without prior notice. The Services may include services, features or functionality provided by third party service providers to WorkRamp that are integrated into the Services (the “**Integrated Services**”). All or any portion of the Integrated Services may change or be discontinued without prior notice.

3. Registration; Account Set-Up. You agree to: (a) provide true, accurate, current, and complete information when registering to use the Services and establishing your account (“**Registration Information**”) and (b) maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account. You are entirely responsible for maintaining the confidentiality of any passwords and any usage and activities that occur in connection with your account. You agree not to allow others to access your account or utilize your password. Doing so will compromise the security of your account.

4. Consent to Communications. By registering for an account, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

5. Term and Termination. Unless agreed otherwise by the Parties in writing, this Agreement will commence on your first access and use the Services and continue thereafter for a period set forth in the Order (the “**Initial Term**”). Following the Initial Term, this Agreement will automatically renew for consecutive terms of equal duration thereafter, unless either party gives the other party written notice of its intent not to renew at least thirty (30) days prior to expiration of the then pending term. The Initial Term and any Renewal Terms are referred to in this Agreement as the “**Term**.” This Agreement and your right to access and use the Services (including the further hosting of web-based training programs for your personnel or third parties), will automatically terminate in the event you breach any term of this Agreement. The following Sections will survive any termination or expiration of this Agreement: 9, 11, 14, 16, 17, 18, and 20

6. Restrictions and Requirements. You may only use the Services as described in this Agreement and in the then current documentation made generally available by WorkRamp to its customers regarding the Services (the “**Documentation**”). Except as expressly authorized by this Agreement, you may not (i) permit any third party to access or use the Services; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Services, except to the extent expressly permitted by applicable law; (iii) use the Services or Documentation to develop a competing product or service; (iv) use any Service, or allow the transfer, transmission, export, or re-export of any Service or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the

Documentation and Service, including any screen displays, etc., or any other products or materials provided by WorkRamp. Under no circumstances will WorkRamp be liable or responsible for any use, or any results obtained by the use, of the Services in conjunction with any services, software, or hardware that are not provided by WorkRamp. All such use will be at your sole risk and liability. You agree: (a) to condition any use of web-based training programs you make available to third parties through your use of Services on each such third party's entry into a valid, binding and enforceable agreement which includes comprehensive disclaimers of all warranties and liabilities of any kind on behalf of your service providers (including WorkRamp) to the maximum extent allowed under applicable law and restrictions substantially similar to those in the foregoing subsections (i) through (v) and Section 7 below; and (b) that each such web-based training program shall include a privacy policy that complies with all applicable laws, rules and regulations. WorkRamp will reasonably provide to you information regarding WorkRamp's data practices relating to such web-based training programs within a reasonable amount of time following your written request. You shall ensure that such privacy policies are kept up-to-date to reflect any new information that WorkRamp may provide to you from time to time regarding its data practices. To the extent you use functionality of the Services to accept payment from third parties for provision of web-based training services, you acknowledge and agree that WorkRamp shall bear no liability or obligation of any kind with respect to any disputes which may arise in connection therewith, including any requests for refunds. Your use of any such payment functionality may be contingent upon your agreement to applicable third party terms and conditions and/or creation of an account with a third party payment services provider designated by WorkRamp.

7. Acceptable Use. You may not to, use the Services to:

- Upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, intimidating, abusive, harassing, tortuous, defamatory, derogatory, vulgar, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically or otherwise objectionable;
- Impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with a person or entity or create a false persona;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services;
- Upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Upload, post, e-mail or otherwise transmit any material that contains software viruses or worms or any other computer code, files or programs designed to disable, interrupt, destroy, redirect, monitor another user's usage, limit or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment; or
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.

In our sole discretion and without notice, we may remove any content or other materials that violates or may violate the foregoing. We may also suspend or terminate your access to the Services.

8. Connectivity. You are solely responsible for all telecommunication or internet connections required to access the Services, as well as all necessary hardware and software.

9. Proprietary Rights. You acknowledge and agree that (i) all Services are protected by intellectual property rights, as applicable, of WorkRamp and its vendors/licensors; and (ii) that WorkRamp and its vendors/licensors own all right, title, and interest in and to the Services, including any changes or modifications made to the Services performed in connection with this Agreement, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture, and "know-how" embodying the Services. You will not use any WorkRamp information disclosed by WorkRamp to contest the validity of any intellectual property rights of WorkRamp or its licensors. Any such use of WorkRamp's information will constitute a material, non-curable breach of this Agreement.

10. Your Content. You grant WorkRamp a non-exclusive, world-wide, royalty-free license to use the data, content, and other materials input by you into the Services ("Your Content") for purposes of providing the Services. You are responsible for obtaining all rights, permissions, and authorizations to provide Your Content to WorkRamp for use as contemplated under this Agreement. You further grant WorkRamp a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit statistical and other aggregated data

derived from your use of the Services (the “**Aggregated Data**”) for WorkRamp’s business purposes (and to have the foregoing performed for WorkRamp by third parties), including the provision of products and services to WorkRamp’s customers; provided the Aggregated Data is combined with similar data from WorkRamp’s other customers and does not include (directly or by inference) any information identifying you. WorkRamp will not sell Your Content or the Aggregated Data without your consent. WorkRamp shall employ commercially reasonable administrative, physical and technical designed to prevent unauthorized access to Your Content.

11. **Feedback.** You may provide suggestions, comments or other feedback (collectively, “**Feedback**”) to WorkRamp with respect to its products and services, including the Services. Feedback is voluntary. WorkRamp may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant WorkRamp an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free license to use the Feedback in connection with WorkRamp’s business, including the enhancement of the Services.

12. **Confidentiality.** Each party may disclose to the other certain non-public information or materials relating to a party's products, intellectual property, business, marketing programs and efforts, personally identifiable information of the party's personnel and customers, and other confidential information and trade secrets (“**Confidential Information**”). Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving party of this Agreement; (b) was previously known to the receiving party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; or (d) was independently developed by a party hereto without reference to Confidential Information of the other party. Except as expressly provided herein, the receiving party will not use or disclose any Confidential Information of the disclosing party without the disclosing party's prior written consent, except disclosure to and subsequent uses by the receiving party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving party's obligations under this Section. The receiving party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving party uses to protect the receiving party's own Confidential Information, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure. Neither party shall be in breach of the foregoing for disclosing Confidential Information to the extent it is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the party receiving such subpoena or order shall (except to the extent prohibited by applicable law) promptly informs the other party in writing and provides a copy thereof, and shall only disclose that Confidential Information necessary to comply with such subpoena or order.

13. **Fees.** Certain elements of the Services may be purchased for designated fees. All fees are non-refundable. WorkRamp may, at its discretion, adjust any or all fees due hereunder, on notice to you posted through the Services. Continued use of the Services will indicate your agreement to those adjusted fees. You are responsible for any sales, use, transfer, privilege, tariffs, excise, and all other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed on your receipt of the Services; excluding, however, income taxes on profits which may be levied against WorkRamp.

14. **Links or Pointers to Other Sites.** WorkRamp makes no representations whatsoever about any other web site that you may access through the Services. When you access a non-WorkRamp site, please understand that it is independent from WorkRamp, and that WorkRamp has no control over the content on that web site. In addition, a hyperlink to a non-WorkRamp web site does not mean that WorkRamp endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

15. **Warranty; Disclaimers.** During the term of this Agreement, WorkRamp warrants as follows: (i) the Services will materially comply with their then current Documentation; and (ii) it will use commercially reasonable efforts designed to identify and remove viruses and other similar intentionally harmful code from the Services. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION, THE SERVICES (INCLUDING THE INTEGRATED SERVICES) ARE PROVIDED “AS IS” AND “AS-AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. WORKRAMP AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT,

QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WORKRAMP OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WORKRAMP'S OBLIGATIONS HEREUNDER. THE SERVICES (INCLUDING THE INTEGRATED SERVICES) MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE WORKRAMP AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, COMPUTERS, OR NETWORKS. WORKRAMP WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF YOUR DATA.

16. Your Indemnity. You will indemnify, defend, and hold us and our suppliers and licensors harmless from and against all damages, liabilities, costs, fines, sanctions, and expenses arising out of your breach of this Agreement or use of the Services, including without limitation your publication, sale or other provision of web-based training services through use of the Services.

17. WorkRamp Indemnity. WorkRamp will defend and indemnify you and hold you harmless from any and all damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees) arising from a claim by a third party that your licensed use of the Services infringes that third party's United States patent, copyright, or trade secret rights. The foregoing indemnification obligation of WorkRamp is contingent upon your promptly notifying WorkRamp in writing of such claim, permitting WorkRamp sole authority to control the defense or settlement of such claim and providing WorkRamp reasonable assistance (at WorkRamp' sole expense) in connection therewith. If a claim of infringement under this Section occurs, or if WorkRamp determines a claim is likely to occur, WorkRamp will have the right, in its sole discretion, to either (i) procure for you the right or license to continue to use the Services free of the infringement claim, or (ii) modify the Services to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to WorkRamp, WorkRamp may, in its sole discretion, immediately terminate this Agreement and return the prorated portion of any pre-paid, unused fees for the relevant Services. Notwithstanding the foregoing, WorkRamp will have no obligation with respect to any claim of infringement that is based upon or arises out of (i) the use or combination of the Services with any hardware, software, products, data, content, or other materials not provided by WorkRamp, (ii) modification or alteration of the Services by anyone other than WorkRamp, (iii) use of Services in excess of the rights granted in this Agreement, or (iv) any content or other intellectual property provided by you or any third party using any web-based training program you create, including Your Content.

18. Limitation of Liability and Damages. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF OR INABILITY TO USE THE SERVICES (INCLUDING THE INTEGRATED SERVICES). IN ANY EVENT, THE TOTAL LIABILITY OF EITHER PARTY TO THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE SERVICES IN CONNECTION WITH ANY CLAIM OR TYPE OF DAMAGE (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE) WILL NOT EXCEED THE FEES PAID, IF ANY, BY YOU FOR THE SERVICES DURING THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS SECTION 18 SHALL NOT APPLY WITH RESPECT TO: (I) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY; OR (II) BREACH OF SECTION 12.

19. Suspension of Services. Notwithstanding any other provision of this Agreement, WorkRamp may, in its sole discretion, suspend your access to and use of the Services (including the availability of any web-based training programs) for any of the following reasons (a) to prevent damages or risk to, or degradation of, the Services; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect WorkRamp from potential legal liability; or (d) in the event of any unpaid fees. This Section will not be construed as imposing any obligation or duty on WorkRamp to monitor use of the Services.

20. General Provisions. This Agreement will be construed, interpreted, and performed exclusively according to the laws of the State of California, United States of America, without giving effect to any principles of conflicts of law. Any action at law or in equity arising out of or directly or indirectly relating to this Agreement may be instituted only in the Federal or state courts located in San Francisco, California. The parties consent and submit to the personal jurisdiction of those courts for the purposes of any action related to this Agreement, and to extra-territorial service of process. Regardless of any statute or law to the contrary, any claim or cause of action that you may have

arising out of or related to this Agreement must be filed within one (1) year after the claim or cause of action arose. This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. Except as provided in Section 1, this Agreement may not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement will remain valid and enforceable according to its terms. Any failure by WorkRamp to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) your acceptance will be deemed binding between the parties. Neither party will contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.**