

Flow-Through Subscription Terms

1. Training as a Service

- (a) **Service Subscription.** Subject to the payment of the applicable Service subscription fees (“**Subscription Fees**”) and taxes, and compliance with the terms and conditions of this Agreement, Distributor grants Customer a personal, limited, nonexclusive, nontransferable right to access and use the Service indicated on the Order solely for the purpose of Training Authorized Personnel.
- (b) **Restrictions.** Distributor or its third-party licensors retain all right, title, and interest in and to the Service and Licensed Programs, including without limitation all software and content included in and used to provide the Service and all logos and trademarks reproduced through the Service. This Agreement does not grant you or any third-party (i) any right to reproduce, modify, create derivative works, reverse engineer, distribute, publicly display or perform, or interfere with the operation of the Licensed Programs or Service; or (ii) any other right to the Licensed Programs or Service not specifically set forth herein.
- (c) **Access, Availability and Support.**
 - (i) The Service will be made accessible to Customer via Distributor’s LMS (lcvista.com)
 - (ii) Distributor will use reasonable business efforts to ensure that:
 - (1) the Service is available 24/7;
 - (2) the content is updated to reflect the then current state of the relevant law and associated regulations; and
 - (3) access to customer support is available 9am to 5pm Eastern Time.

2. Privacy and Data Security

- (a) **Customer Data.** To the extent that Customer provides personal information (“**PI**”) to Distributor, Customer warrants and represents that it has all rights, authority and permissions to provide such PI.
- (b) **Data Security.** Distributor maintains industry standard organizational and technical safeguards to protect Licensed Programs from cyber incursions and provide data security; and will comply with all applicable laws and regulation regarding the collection, storage, use and transfer of PI.

3. Warranty Disclaimer

- (a) EXCEPT AS PROVIDED HEREIN, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED PROGRAMS, TRAINING AND SERVICE ARE PROVIDED “AS IS.” DISTRIBUTOR AND ITS THIRD-PARTY LICENSORS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE.
- (b) CUSTOMER ACKNOWLEDGES AND AGREES THAT THE TRAINING IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE AND THAT THE TRAINING MAY CONTAIN ERRORS OR OMISSIONS. NEITHER DISTRIBUTOR NOR ITS THIRD-PARTY LICENSORS WILL BE LIABLE FOR ANY DECISIONS MADE BY YOU IN RELIANCE ON THE ACCURACY OR COMPLETENESS OF THE LICENSED PROGRAMS, TRAINING OR SERVICE.

4. Limitation of Liability. IN NO EVENT SHALL:

- (a) DISTRIBUTOR OR ITS THIRD-PARTY LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, INCLUDING CLAIMS FOR LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, HOWEVER CAUSED, EVEN IF TRALIAN WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND
- (b) DISTRIBUTOR’S AND ITS THIRD-PARTY LICENSOR’S TOTAL AGGREGATE LIABILITY FOR ANY LOSS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY YOU FOR THE



PROGRAMS OR SERVICES GIVING RISE TO THE CLAIM, DURING THE 12-MONTH PERIOD PRECEEDING THE EVENTS THAT GAVE RISE TO THE CLAIM.

5. **Customer Indemnification.** Customer shall defend, indemnify, and hold Distributor and its third-party licensors harmless from and against any liabilities, losses, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising out any third-party claims related to the use of the Services.