

## Respectful Workplace License Agreement (the “Agreement”)

SkillBurst Interactive (“SkillBurst,” “we,” “us”) provides an on-demand elearning content service called Respectful Workplace, through which the subscribing organization (“you”) can license access to select elearning modules during the specified license term.

### Licensing Terms

**Licensing.** SkillBurst is granting you a nonexclusive license to use the elearning modules within the license term, solely for the purposes of educating your employees. Access to these elearning modules is licensed, not sold, meaning you receive no title to or ownership of the elearning modules. SkillBurst will make the licensed elearning modules available to you and a specific number of your employees (“Users”) via our proprietary compliance tracking system (“the System”). The System is made available to you for hosting only those Respectful Workplace elearning modules you have licensed under the current term (“Course” or “Courses”).

**Term.** You have subscribed for a 1-year, 2-year, or 3-year term, as specified in your original order.

**Level of Service.** You have subscribed to the “Instant Access” version of the Respectful Workplace series. Instant Access is designed to be a self-serve option; when you order Instant Access, one individual from your organization (“Administrator”) will be provided web-based access to the Administrative Control Panel of SkillBurst’s compliance System along with written instructions for how to use the System to administer the Courses to Users within your organization. You’ll be responsible for adding your Users to the system and following provided instructions to assign the Courses you deem appropriate. You’ll also have the ability to run reports at any time to see who has and has not completed their assigned Courses.

**Number of Authorized Users.** You have purchased licenses for a specific number of your Users as indicated in your order. The Harassment Awareness license total can only be applied to the assignment of “Harassment Awareness” Courses to your Users. The Bystander Awareness license total can only be applied to the assignment of “Bystander Awareness” Courses to your Users.

**Adding Additional Users.** The system will allow an Administrator to exceed the number of licenses specified in the original order, if needed during the subscription year, for an additional fee. See Payment Terms below for more information.

**Branding and Customization.** Under the Instant Access version, all Courses are provided as-is, and do not offer the option to brand or customize.

**User Support.** The System is intuitive and easy to use and includes a variety of self-help resources for Administrators and Users alike. SkillBurst does provide technical support services on a reasonable and necessary basis as part of this Agreement. Requests for end-user technical support can be submitted through the SkillBurst Support Request System - accessible via hyperlink within the Respectful Workplace FAQ and Troubleshooting Guide.

**Optional Administrative Support Services:** Your subscription is designed to be entirely self-serve, however, we recognize that you may desire additional administrative support on occasion. For example, if you prefer to have a member of the SkillBurst team assign Courses to your Users or run a report for you, rather than doing so yourself, we are happy to do so. Any requested activities will be billed at a rate of \$87 per hour and will be billed monthly via invoice.

**Intellectual Property.** This Agreement and license do not transfer to you any ownership of intellectual property rights in or to the elearning modules or other works of authorship or assets incorporated into the modules or delivery platform. Upon subscription termination, you must cease all use of all Respectful Workplace modules and associated materials.



## Payment Terms

**License Fees.** Year-1 license fees will be due upon placement of the initial order, payable via credit card.

**Renewals.** If you have subscribed to a 2-year or 3-year term, you will be billed (via invoice) within 30-days of subscription year end for the following subscription year. Renewal payments can be made via credit card, ACH, or check and are due within 30-days of invoice receipt.

**Adding Additional Users.** The system will allow an Administrator to assign Courses to additional Users beyond the number licensed in the original order. If, during a subscription year, the total number of Users exceeds the number of Users originally licensed, a charge for additional seats will be incurred at the rate of \$20.50 per User, per Course and will be issued via invoice. Payments can be made via credit card, ACH, or check and are due within 30-days of invoice receipt.

**Termination.** You may terminate this Agreement at any time, however, SkillBurst does not offer prorated refunds for any unused portion of your license. Upon termination of this Agreement or license term, you will no longer have access to the Courses, the System, or Course completions reports. It is your responsibility to download and maintain all reports that you would like to retain for future access, prior to the end of the license term or termination.

## No Warranties

SkillBurst provides the Respectful Workplace elearning Courses “as is.” SkillBurst does not (a) warrant that the elearning Courses will perform without error or run without immaterial interruption; (b) SkillBurst provides no warranty regarding, and will have no responsibility for, any claim arising out of a modification of the elearning Courses made by anyone other than SkillBurst; and (c) SkillBurst makes no warranty that elearning modules will meet continuing legal education (CLE) or other compliance requirements; You are the provider of record for any associated compliance training and retain all responsibility for determining whether a Course is eligible to meet requirements for compliance and/or CLE credit.

**Use of Third-Party Vendors.** While the compliance tracking System was developed and is maintained by SkillBurst, we do use some third-party vendors to provide the necessary hardware, networking, storage, and related technology required to run it. Please note that we do not offer violation credits of any kind and cannot be liable for any system downtime that is beyond our control.

## Liability and Mutual Indemnification

Any liability arising out of or related to this Agreement for either you or SkillBurst will not exceed the fees due to SkillBurst for the licensing term during which the event giving rise to the liability took place. Neither party will be liable to the other for any damages arising out of or related to this Agreement.

**Thank you for subscribing to Respectful Workplace from SkillBurst Interactive!**