



PRODUCT ORDER FORM

Organization Name:

Organization Information

Primary Contact:

Title:

Address:

Phone Number:

Email:

SUBSCRIPTION AGREEMENT

This Subscription Service Agreement (this “Agreement”) is entered into as of _____ (the “Effective Date”) by and between Skilltype Inc with a place of business at 1116 S 14th St., Baton Rouge, LA, 70802 (the “Company”), and the organization indicated on the above Product Order Form (“Organization”), individually referred to as a “Party” and collectively as “Parties”. This Agreement includes and incorporates the above Product Order Form, as well as the attached Terms and Conditions.

COMPANY

ORGANIZATION

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. Subscription Service and License.

(a) Company will provide the Organization and, as applicable, its staff acting as agents for the Organization using Organization credentials (“Personnel”) with a subscription to access the Company’s online platform for professional development and knowledge workers (“Subscription Service”), subject to the terms and conditions of this Agreement.

(b) Company grants to Organization a non-exclusive, limited, fully-paid, royalty-free license to view and use the Subscription Service for the term of this Agreement.

2. Fees. Organization will pay the Company the fee set forth on the service agreement signed between the Company and the Organization (the “Service Agreement”). Organization is responsible for payment of all applicable taxes related to Organization’s use of the Subscription Service, excluding taxes on Company’s income.

3. Term and Termination. This Agreement shall remain in effect for an initial term of one (1) year, (the “Initial Term”). After the Initial Term, the Subscription Service will automatically renew for one additional year at the then-current rate indicated on the Service Agreement unless Organization cancels by providing 30 days’ written notice to Company in accordance with Section 16.

4. Confidentiality.

(a) Each Party (the “Receiving Party”) understands that the other Party (the “Disclosing Party”) has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Confidential Information”). Confidential Information of Company includes non-public information regarding features, functionality, and performance of the Subscription Service. Confidential Information of Organization includes non-public data provided by Organization to Company to enable the provision of access to, and use of, the Subscription Service as well as all personally identifiable information collected from Personnel through use of the Subscription Service.

(b) Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document: (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

(c) With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care with commercially reasonable business practices in accordance with software industry standards and data privacy standards (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.legal

(d) Notwithstanding Section 4(b) above, in the event that a Receiving Party or its representatives is requested or becomes legally compelled (by oral motion, interrogatory, request for information or documents, subpoena, civil investigation, demand or similar process) to disclose any Confidential Information or any information relating to this Agreement, or to take any other action prohibited hereby, the Receiving Party shall provide the Disclosing Party with prompt written notice of such request, and the terms of and circumstances of such request, all of the foregoing to the extent

permitted by law, so that such Disclosing Party may, if deemed necessary by the Disclosing Party in its sole discretion, seek a protective order or other appropriate remedy at its sole cost and expense. In the event that such protective order or other remedy is not obtained, then the Receiving Party and its representatives shall furnish only that portion of the Confidential Information, or take only such action, as it is advised by counsel is legally required by binding order and, in all events, shall use its (or their, as the case may be) commercially reasonable efforts to obtain an order or other reliable assurances that confidential treatment will be accorded any Confidential Information or any matter relating to this Agreement so furnished.

(e) Company shall (or shall require such appropriate others to) implement and maintain appropriate security measures to destroy any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular user hereinafter (“Personal Information”) along with any Confidential Information (Personal Information and Confidential Information shall collectively be referred to hereinafter as “Protected Data”) in Company’s possession or control (or such other appropriate parties entrusted by Company) when appropriate and in accordance with the Agreement. At the request of Organization at any time, Company will: (i) promptly return to Organization, in the format and on the media reasonably requested by Organization, all or any part of any Protected Data; and/or (ii) erase or securely destroy all or any part of any Protected Data in Company’s possession (or such other appropriate parties entrusted by Company), in each case to the extent so requested by Organization, provided, however, that: (A) any such secure destruction shall be subject to the terms and conditions of the Agreement; and (B) Company shall not be required to return or destroy: (1) any Personal Information to the extent it is maintained in a deidentified and aggregated format by Company; or (2) any Protected Data to the extent it is required to be maintained by Company by any applicable law, rule, or regulation.

5. Ownership.

(a) Notwithstanding anything to the contrary in this Agreement, Company may monitor Organization’s use of the Subscription Service and collect and compile Aggregated Statistics (defined below). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Organization acknowledges that Company may compile Aggregated Statistics based on Organization Data (defined below) input into the Subscription Service. Organization agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Organization, Personal Information or Organization’s Confidential Information. “Aggregated Statistics” means data and information related to Organization’s use of the Subscription Service that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Subscription Service. “Organization Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Organization or Personnel through the Subscription Service. Subject to the provisions of this Agreement, Organization Data will be treated in accordance with the Privacy Policy.

(b) Company shall own and retain all right, title and interest in and to (i) the Subscription Service, and all improvements, enhancements or modifications thereto; (ii) any other software, applications, inventions or other technology contained within the Subscription Service or necessary to provide the Subscription Service (subsections (i) and (ii) together, the “Company Intellectual Property”); and (iii) all Confidential Information related to any of the foregoing.

(c) Organization shall own and retain all right, title and interest in (i) all content provided by the Organization, (ii) the Organization’s profile on the Subscription Service, which includes the needs for

skills and information regarding usage of certain products; and (iii) all Confidential Information related to the foregoing.

6. Feedback. Organization may, but is not obligated to, provide suggestions, enhancement requests, recommendations, or other feedback to Company (“Feedback”). Organization hereby grants Company a royalty-free, worldwide, irrevocable, sublicensable, transferable, perpetual license to use, disclose, reproduce, license, distribute, and exploit such Feedback, and incorporate Feedback into the Subscription Service and its other services, products, technologies, documentation or other development with no obligation to pay, attribute, license or to make available to, Organization or any third party.

7. Restrictions.

(a) Organization is solely responsible for (i) the content of Organization Data; and (ii) its use of the Subscription Service. The Organization’s use of the Subscription Service is conditioned upon the Organization’s acceptance of the Terms of Use accessible on the Company’s website at skilltype.com/terms-of-use (as may be amended from time to time, the “Terms of Use”); provided that Company agrees that Organization and its Personnel shall be bound by the terms and conditions of this Agreement and therefore Company waives compliance by Organization and its employees with any conflicting provisions of the Terms of Use.

(b) Organization shall use reasonable efforts to restrict any use or disclosure of the Subscription Service that is not expressly permitted under this Agreement. Without limiting the Subscription Service, Organization shall use reasonable efforts to not permit any Personnel or third party to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Technology; (ii) modify, adapt, or translate the Subscription Service; (iii) reproduce, resell, distribute, or sublicense the Subscription Service; (iv) make the Subscription Service available on a “service bureau” basis, or otherwise allow any third party to use or access the Subscription Service; (v) remove or modify any proprietary markings or restrictive legends placed on the Subscription Service; or (vi) introduce into the Technology any software, virus, worm, “back door”, Trojan Horse, or similar harmful code; (vii) use the Service in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Service; (viii) remove or modify any proprietary marking or restrictive legends placed on the Subscription Service; or (ix) use the Service, or allow the transfer, transmission, export, or re-export of the Service or portion thereof in violation of any applicable law, including, without limitation, export control laws or regulations administered by a government agency of competent jurisdiction.

(c) Organization shall: (a) provide access to Organization’s premises and such other facilities as may reasonably be required for purposes of providing the Subscription Service; (b) respond promptly to any Company request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Company to provide the Subscription Service in accordance with the requirements of any Product Order Form; and (c) provide such information as Company may reasonably request, in order to carry out the Subscription Service, in a timely matter, and ensure that it is complete and accurate in all respects. If Company’s performance of its obligations under the Agreement is prevented or delayed by any act or omission of Organization or its agents, subcontractors, consultants or employees, Company shall not be deemed in breach of its obligations under this Agreement or any Product Order Form or otherwise liable for any costs, charges or losses sustained or incurred by Organization, in each case, to the extent arising directly or indirectly from such prevention or delay.

(d) Organization and its personnel shall comply with all applicable laws, rules, and regulations governing their use of the Subscription Service under this Agreement.

8. Warranties and Disclaimers.

(a) Each Party represents and warrants that: (a) it has the authority and capacity to enter into this Agreement, and to carry out and perform its obligations as set forth herein; and (b) this Agreement is

a valid and binding obligation of that Party enforceable in accordance with its terms. Organization represents and warrants that it has reviewed Company's Privacy Policy available on the Company's website at <https://www.skilltype.com/privacy-policy> (as may be amended from time to time, the "Privacy Policy"), and by signing this Agreement has accepted the terms thereof.

(b) Company warrants and represents it has full right, title and interest in and to the Subscription Service and Company's execution of this Agreement and performance of its obligations hereunder will not violate any applicable governmental law, regulation or court order, or the legal or proprietary rights of any third party and Organization's use of the Technology or receipt of the Support as contemplated by this Agreement will not infringe any proprietary or other legal right of any third party. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, EFFECTIVENESS, OR RELIABILITY OF THE SERVICES, OR THE RESULTS OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND, EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH HEREIN, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Indemnification.

(a) Company shall hold harmless, defend, and indemnify Organization and its affiliates, and each of its officers, directors, affiliates, agents and employees (hereinafter the "Organization Indemnified Parties"), at its sole cost and expense, from any suit, matter, claim, allegation or proceeding brought against the Indemnified Parties, as well as related losses, judgments, awards, settlements, liabilities, damages, claims, demands, litigation, expenses and liabilities (including related costs and reasonable attorneys' fees) of every nature (hereinafter, collectively "Liabilities") insofar as the same is based upon: (i) Company's willful misconduct; (ii) Company's breach of this Agreement; or (iii) a claim that the Subscription Service, or any portion thereof infringe on any copyright, patent or other intellectual property right of a third party.

(b) Organization shall indemnify, defend, and hold harmless Company and its affiliates, and each of their directors, officers, managers, employees, contractors, and agents (the "Company Indemnified Parties") at its sole cost and expense, from and against any and all Liabilities made or brought by any Personnel or any other third party directly or indirectly arising out of or in connection with any claim by any Personnel or third party arising out of: (i) Organization's willful misconduct; (ii) any agreement between such Personnel or third party and Organization; or (iii) Organization's breach of this Agreement.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF CONFIDENTIALITY OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT, IN EACH

CASE, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Governing Law; Jurisdiction. This Agreement shall be construed and governed by the laws of the State of Louisiana without regard to the conflict of laws principles thereof, and venue shall rest exclusively in the state (East Baton Rouge Parish) or federal (Middle District of Louisiana) courts of Louisiana in any action to enforce the terms of this Agreement.

12. Entire Agreement. This Agreement is the complete and exclusive agreement between Organization and Company regarding the specific subject matter of this Agreement and supersedes in its entirety all prior agreements, understandings and communications, oral or written, between the Parties hereto regarding the specific subject matter of this Agreement and contains all of the representations made by each Party to the other relating to such subject matter hereof. This Agreement cannot be amended except in writing and signed by both Parties. In the event of a conflict between this Agreement and the Terms of Use, the provisions of this Agreement shall prevail.

13. Assignment. Neither Party may assign or transfer this Agreement or any of its rights hereunder (whether by operation of law or otherwise), or delegate any obligations hereunder, without the express written consent of the other Party. Notwithstanding anything to the contrary in this Agreement, a Party may assign this Agreement to any entity in connection with a reorganization, merger, consolidation, acquisition, or other transaction involving all or substantially all of the voting securities or assets of such Party, upon written notice to the other Party. Any assignment or transfer in violation of the foregoing will be null and void from the beginning. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. No Third-Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the Parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).

15. Waiver. No failure or delay by any Party to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement, or to exercise any right, power or remedy hereunder or consequent upon a breach hereof shall constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy or of any such breach or preclude such Party from exercising any such right, power or remedy at any later time or times.

16. Notices. All notices, requests or demands hereunder shall be in writing and shall be delivered in person, by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service, in each case to the applicable Party at its address set forth on the Product Order Form, or by electronic mail at the applicable email address set forth on the Product Order Form (and as to Company, notices@skilltype.com). All notices by mail shall be deemed delivered five (5) days after mailing in accordance with this paragraph. Such addresses may be changed, from time to time, by means of a notice given in the manner provided in this Section 16.

17. Survival. The provisions of Sections 4 through 20 shall survive termination of this Agreement.

18. Severability. If any provision of this Agreement is held to be unenforceable for any reason by a court of competent jurisdiction, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

19. Headings. The Section headings in this Agreement are for purposes of reference only.

20. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.