

Terms and Conditions of Use – Adapt2Learn by C² Technologies, Inc.

These Terms and Conditions (the “Agreement”) outline the legal terms governing Customer access to and use of Adapt2Learn, a software platform provided by C² Technologies for learning and content management.

1. Overview and Acceptance

By using Adapt2Learn or signing an Order Form, Customer agrees to the terms below. Any acceptance on behalf of a company or organization, Customer signee confirms that signee has authority to bind that entity. Please review carefully, this Agreement is legally binding.

2. Rights to Use the Software

Subject to the terms of this Agreement and the applicable Order Form, Customer is granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Adapt2Learn platform solely for Customer’s internal training, development, and content delivery needs during the subscription term specified in the applicable Order Form.

Use of the platform is strictly limited to the scope defined in this Agreement, and Customer agrees to comply with all applicable laws, regulations, and the Acceptable Use Policy. All rights not expressly granted to Customer herein are reserved by C² Technologies.

Customer shall not:

- Reproduce, copy, modify, publish, display, upload, post, transmit, distribute, sublicense, or otherwise disclose or make the platform or any part thereof available to any third party without prior written consent;

- Resell, rent, lease, lend, or otherwise provide access to the platform or its content to any third party;

- Bypass, disable, or interfere with any security or access control mechanisms of the platform;

- Decompile, disassemble, reverse engineer, or otherwise attempt to derive source code or underlying ideas, algorithms, or architecture of any part of the platform;

- Use the platform in a manner that infringes the intellectual property, proprietary, or privacy rights of others;

Use the platform to build, support, or assist in developing a competing product or service, or in any way that competes with C² Technologies;

Use the platform in a manner inconsistent with its intended purpose or the documentation provided.

Access to the platform may be limited by specific user seat allocations, usage volume, or functionality tiers as outlined in the Customer's Order Form. If Customer usage exceeds these limits, C² Technologies reserves the right to:

Charge overage fees in accordance with the current pricing schedule;

Require Customer to upgrade their subscription tier;

Temporarily or permanently restrict or suspend access to features or services.

Any unauthorized use of the platform will be considered a material breach of this Agreement and may result in immediate termination of access without notice, in addition to any other remedies available under law or equity.

3. Payment and Fees

Customer agrees to pay the fees listed in Customer's signed Order Form or invoice. All fees are:

- Due within 30 days of invoice (unless otherwise agreed),
- Exclusive of applicable taxes (sales, use, VAT, etc.),
- Subject to interest if overdue (1.5% per month or legal maximum).

We may adjust fees for future terms with 60 days' advance notice.

3.1 Customer shall pay to C² Technologies the Fees set forth in the applicable Order Form in accordance with this clause 3.

3.2 C² Technologies will invoice Customer for the applicable Fees in accordance with the payment schedule and payment instructions set out in the Order Form.

3.3 All amounts and Fees stated or referred to in the Agreement are non-refundable and are exclusive of all Taxes. Customer shall be solely responsible for, and paying all applicable Taxes relating to the Agreement, and the use or access to Adapt2Learn.

3.4 Customer shall pay invoices in full and without deduction by electronic money transfer to the account details provided in each invoice, in the currency specified in the Order Form or invoice, by the date specified on each invoice .

3.5 If C² Technologies has not received payment for any invoices when due (excluding invoices subject to good faith dispute, as notified by Customer in writing prior to the due date), without prejudice to its other rights and remedies, C² Technologies may charge interest on such overdue amounts accruing at 1.5% per month or the maximum interest rate allowed under applicable law, whichever is less.

3.6 C² Technologies may increase the Fees on no more than an annual basis by giving Customer at least sixty (60) days' prior notice thereof.

4. Service Commitments & Support

We aim to maintain 99.9% availability of the platform, excluding planned maintenance and force majeure events.

Support is offered via email and phone during U.S. business hours. C² Technologies will respond to issues according to their priority level.

If service falls below expectations, please contact us, we may issue service credits depending on the impact, at our discretion.

5. Customer Responsibilities

- Ensuring that only authorized personnel access the system;
- Complying with all applicable laws and internal policies;
- Keeping login credentials secure.

C² Technologies is not liable for damages resulting from misuse or unauthorized access caused by Customer's team.

6. Confidentiality and Data Security

6.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that: (i) is or becomes publicly known other than through any act or omission of the receiving party; (ii) was in the other party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

6.2 Each party shall (i) hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement; and (ii) take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party. If the receiving party is legally required to disclose any Confidential Information of the disclosing party, it will (if legally permitted) provide the disclosing party prompt written notice sufficient to allow it an opportunity to appear and object to such disclosure. If such objection is unsuccessful, then it may produce only such Confidential Information as is legally required.

6.3 Subject to clause 6.2 and except where a party is expressly required by law to retain a copy, on termination of the Agreement or when requested to do so in writing by the disclosing party, the receiving party shall promptly:

6.3.1 deliver to the disclosing party any documents and other materials in its possession or control that contain any of the Confidential Information;

6.3.2 permanently delete, destroy and erase all electronic copies of the Confidential Information from any computer or data storage system into which the Confidential Information was entered (except where a party is required by Applicable Law to keep copies); and

6.3.3 make no further use of the Confidential Information.

6.4 The receiving party, if requested by the disclosing party, shall confirm in writing that the provisions of clause 6.3 have been complied with. The obligations of confidentiality under this clause 6 shall survive any expiration or termination of the Agreement for a period of 2 years from the date of termination, except for any information which is deemed a trade secret of a party in respect of which the obligations of confidentiality shall continue for as long as such information remains a trade secret.

7. Term, Termination, and Suspension

This Agreement begins upon your first use or signature of an Order Form. It continues until the end of the subscription term unless renewed or terminated.

We may suspend or terminate your access if:

- Fees are not paid;
- You materially breach this Agreement and don't fix it within 30 days.

Upon termination, your access ends and your content will be deleted after 60 days unless otherwise agreed.

The Agreement shall begin upon Customer's first use or upon the signature date of the Order Form, whichever comes first. The Agreement shall through the subscription term as identified in the Order Form unless terminated or renewed (the "Initial Term"). Thereafter, the Agreement may be renewed for successive terms (each a "Renewal Term").

7.2 Either party may terminate the Agreement:

7.1.1 by providing the other party with not less than three (3) months' written notice prior to the end of the Initial Term or relevant Renewal Term, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Term; or

7.1.2 as otherwise provided for and in accordance with the provisions of this Agreement.

7.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other at any time with immediate effect upon written notice if the other party: (i) is in material breach of any of its obligations under the Agreement and/or an Order Form and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following notice of the breach; or (ii) voluntarily files a petition under bankruptcy or insolvency law; shall have a receiver or administrative receiver appointed over it or any of its assets; or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

7.3 C² Technologies may, without liability to Customer, suspend Customer's or any user's account or access to any or all of the Services (and its provision of Support Services) if it believes in good faith that: (a) there has been any material misuse of the Services or breach of the Agreement (including, without limitation, any non-payment by Customer); or (b) such suspension is advised in order to protect the integrity and security of the Services or the other systems or data of C² Technologies, Customer, or any third party. C² Technologies will promptly restore access once the underlying issue has been satisfactorily resolved.

7.4 On termination or expiration of the Agreement for any reason: (i) Customer's rights of use granted under the Agreement shall immediately terminate and Customer shall immediately cease the use of the Services subscribed to under the Agreement, the Adapt2Learn Technology, and the Support Services; (ii) Customer shall promptly pay all monies due or to become due under the Agreement; and (iii) the parties shall comply with their respective obligations set out in clause 8.4.

8. Intellectual Property

8.1 Customer acknowledges and agrees that C² Technologies and its licensors and suppliers own all Intellectual Property Rights in the Adapt2Learn software, but excluding Customer Data & Content. Except as expressly stated herein, the Agreement does not grant Customer any Intellectual Property Rights or any other rights or licenses in respect of the Adapt2Learn software.

8.2 Customer owns all Intellectual Property Rights in the Customer Data and Content.

This Agreement grants no rights beyond the limited license to use the software.

9. Liability Limits

9.1 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, ARISING IN CONNECTION WITH THE AGREEMENT, UNDER ANY LEGAL THEORY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO

EVENT WILL C² TECHNOLOGIES BE LIABLE FOR ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO C² TECHNOLOGIES UNDER THE ORDER FORM IN THE SIX MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. THE PARTIES ACKNOWLEDGE THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS AND THE DISCLAIMERS IN THE AGREEMENT AND THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS CLAUSE 7.1 WILL NOT LIMIT A PARTY'S LIABILITY FOR (I) GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

9.2 In addition to the other exclusions set out in this clause 9, C² Technologies has no liability: (i) for any third party products or services accessed and/or used by Customer through the Services; (ii) where any failure to provide the Services is caused by a network, hardware or software fault in equipment which is not under the control of C² Technologies; (iii) any act or omission of Customer or any Authorized User; (iv) use of the Services in breach of the Agreement; (v) any unauthorized access to the Services including a malicious security breach; (vi) loss or damage caused by Customer's delay or failure to timely provide any required information or cooperation or to fulfil its obligations under the Agreement; or (vii) a Force Majeure Event (and C² Technologies shall provide Customer with prompt notice of any Force Majeure Event and its expected duration).

This clause shall survive termination.

10. Indemnity

Customer agrees to defend, indemnify, and hold harmless C² Technologies, its affiliates, officers, directors, employees, agents, licensors, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, liabilities, losses, damages, judgments, settlements, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs of investigation and litigation) arising out of or relating to:

Customer's use or misuse of the platform, including any content that Customer submits, transmits, or otherwise makes available through the platform;

Customer's violation or alleged violation of these Terms, applicable laws, regulations, or the rights of any third party (including intellectual property, privacy, and publicity rights);

Any acts or omissions by Customer or anyone acting on Customer's behalf that cause damage or injury to any person or entity;

Any breach of Customer's representations, warranties, or obligations under this Agreement;

Any dispute between Customer and a third party.

This indemnity obligation will survive the termination or expiration of this Agreement and Customer's use of Adapt2Learn. C² Technologies reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event Customer agrees to cooperate fully with such defense.

11. Governing Law & Dispute Resolution

The Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regards to conflicts of laws principles. Any dispute arising out of this Agreement will be settled exclusively through binding arbitration administered in Virginia. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened misappropriation of Intellectual Property Rights or breach of confidentiality. The prevailing party in any dispute hereunder will be entitled to recover its reasonable attorney's fees and costs. If this arbitration clause is held unenforceable, then the parties submit and consent to the exclusive jurisdiction of the state and federal courts in Fairfax County, Virginia to resolve any disputes hereunder. THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN CLASS-ACTION PROCEEDINGS.

12. Final Provisions

- This Agreement, along with any signed Order Forms, represents the full agreement between us.
- We can update these Terms with notice; continued use implies acceptance.
- If any part is unenforceable, the rest still applies.
- Neither party may assign this Agreement without consent, except as part of a merger or corporate restructuring.