



EDUCATION & TRAINING TERMS

These Education & Training Terms (**Agreement**) specify the terms and conditions which apply to our Education offering(s) and Course Materials. This Agreement is made between SecureAuth and the individual, entity or company requesting the Education offering(s).

BY ACCESSING OR USING THE EDUCATION OFFERINGS YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. WE GRANT YOU ACCESS TO THE EDUCATION OFFERINGS AND COURSE MATERIALS ONLY IF YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” AND “YOUR” WILL REFER TO THAT ENTITY. IF YOU DO NOT HAVE AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE EDUCATION OFFERINGS OR COURSE MATERIALS.

You may not receive the Education offering(s) if you are our direct competitor, except with our prior written consent. In addition, you may not receive the Education offering(s) for purposes of evaluating or monitoring their quality or performance, or for any other benchmarking or competitive purposes.

1. EDUCATION OFFERINGS. We will provide the Education as agreed in an Order. The Order will specify the type of Education offering being purchased, including at a minimum, the courses or classes ordered, the quantity of Attendees, and the manner and/or location of delivery of the Education services, as applicable. For onsite courses at your location we require that computers and network connections meet certain minimum technical standards and that you abide by our technical guidelines for onsite training. We may require the registration or pre-registration of Attendees in order to attend or access the applicable Education. You acknowledge that we reserve the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for the Education. The Course Materials will be delivered either by electronic delivery or in tangible media format.

2. FEES. You will pay to us the fees, expenses and other charges as defined in the Order and acknowledge that those fees are due and payable upon execution of the Order. You agree to pay any applicable VAT, GST, sales tax, and any other applicable taxes (collectively the **Taxes**) in addition to the fees when those payments are due. You are responsible for your own travel related fees or expenses incurred by you in relation to Education. You will reimburse us for our reasonable travel and out-of-pocket expenses incurred in connection with our provision of the Education at a location other than our office location.

3. CANCELLATION. If we cancel a class due to unforeseen circumstances, or low enrolment, we will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case you may receive credit or reschedule the class to an alternative time. If you cancel attendance at a class, you must provide notice of cancellation. Cancellations by you will incur the following fees and costs: (a) for cancellations 10 business days or more before the start of class, we will provide a 100% refund of the fees minus any non-recoverable preparation costs already incurred by us (e.g., printed materials, shipping costs, nonrefundable travel, etc.); (b) for cancellations 6-9 business days before start of class, we will provide a 50% refund of the fees and you will be responsible for any nonrefundable preparation costs already incurred by us; and (c) for cancellations 5 or less business days before start of class, no refund of the fees will be provided and you will be responsible for any nonrefundable preparation costs already incurred by us.

4. PROPRIETARY RIGHTS. We grant to you, a non-exclusive, non-transferable license to use the Course Materials and Education offering for your internal use, but limited to the specific Attendees and subject to terms of the Order. You are responsible for all use of the Education and Course Materials by your Attendees. Subject to the limited rights expressly granted in this Agreement, we or our licensors reserve all rights, title and interest in and to the Course Materials, including all related intellectual property rights. We will own all rights in any copy, translation, modification, adaptation or derivation of the Course Materials, including any improvement or development thereof. No rights are granted to you other than as expressly set forth in this Agreement. We have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Education offering(s), Course Materials and any other of our products or services any suggestions, enhancement requests, recommendations or other feedback provided by you, including by your Attendees, relating to the Education offering(s) or Course Materials.

5. CONFIDENTIALITY. Information that is disclosed by one party (**Disclosing Party**) to the other party (**Receiving Party**) in connection with this Agreement that is identified as confidential or that would reasonably be understood to be confidential based on the nature of the information or the circumstances surrounding its disclosure, is Confidential Information of the Disclosing Party. Notwithstanding the foregoing, any feedback you provide to us regarding the Education and Course Materials, is our Confidential Information. The Receiving Party must: (a) use the same degree of care to protect the Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (c) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need access for purposes consistent with this Agreement and who have confidentiality obligations to the Receiving Party containing protections no less stringent than those in this Agreement. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of a compelled

disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. WARRANTY. If we provide an instructor, the delivery of the Education offering will be provided in a professional, workman-like manner. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY SECUREAUTH. In the event of a breach of this Warranty section, your remedy will be, at our discretion and in consultation with you, to re-perform the Education at no additional charge to you or to refund the applicable fees paid which relate to the specific Education course or Course Material. These remedies are contingent upon the alleged breach not resulting from your failure to abide by your obligations as defined in the Order, course description, or to conform to the Course Materials.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL SECUREAUTH, OUR AFFILIATES, LICENSORS OR ANY OF OUR THIRD-PARTY SUPPLIERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA (EVEN IF SECUREAUTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT OR THE EDUCATION PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE ALL OR A PORTION OF THE COURSE MATERIALS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE EDUCATION; OR (III) YOUR USE OF OR ACCESS TO THE EDUCATION OR COURSE MATERIALS. EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGEMENT OF SECUREAUTH'S INTELLECTUAL PROPERTY RIGHTS AND OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED FOR THE EDUCATION OFFERING THAT IS THE SUBJECT OF THE CLAIM.

8. INDEMNIFICATION.

8.1. We will indemnify, defend and/or, at our option, settle any third party claims that your use of the specific Education course and/or Course Material licensed or purchased by you infringes any valid U.S. patent or copyright within the jurisdictions where you are authorized to use the Education offering at the time of delivery. We may, at our option and expense: (a) procure for you the right to continue to use the Education offering; (b) repair, modify or replace the Education offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the Education offering which gave rise to the indemnity. We will have no liability: (i) in the event the allegation of infringement is a result of a modification of the Education offering by anyone except us; (ii) if the Education offering is not being used in accordance with our specifications, related documentation and guidelines; (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a published update; (iv) if the alleged infringement is a result of use of the Education offerings in combination with any third party product; or (v) if the applicable fees due for the specific Order have not been paid. The indemnifications do not apply and we have no liability in relation to any Education offering produced by us at your specific direction. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF SECUREAUTH REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO YOU WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.2. Each party will indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arose from the Education offering and/or Order, provided that the liability is the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying party.

8.3. You will indemnify us against any claim that any data, materials, items or information supplied to us under the Order infringes any U.S. patent, copyright or trademark within the jurisdictions where we are provided with the information.

8.4. The above indemnities are contingent upon: (a) the indemnified party providing prompt notice of any claim of infringement and assistance in the defense thereof; (b) the indemnifying party's sole right to control the defense or settlement of the claim, provided that the settlement does not require a payment or admission of liability on the part of the other party; and (iii) the indemnified party not taking any actions or failing to take actions that hinder the defense or settlement process as reasonably directed by the indemnifying party.

9. GENERAL PROVISIONS.

9.1. Entire Agreement. This Agreement, including all Orders, constitutes the entire agreement between you and us regarding our provision and your receipt of the Education offering(s) and Course Materials and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in your purchase order or in any other of your order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (a) the applicable Order, (b) the body of this

Agreement. If you entered into a master agreement for paid-for licenses, subscription services or professional services with us, the terms in that master agreement(s) do not apply to the Education offering(s).

9.2. Waiver and Severability. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

9.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. We do not undertake to perform any of your legal or regulatory obligations, or assume any responsibility for your business or operations.

9.4. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, internet failure, communication line failure and power failures, war, acts of terror, riot, acts of God or governmental action.

9.5. Customer Data. If you transfer any personal data to us as a requirement pursuant to any Education offering, then you represents that (a) you are duly authorized to provide personal data to us and you do so lawfully in compliance with relevant legislation, (b) we and our affiliates and subcontractors can process the data for the purposes of performing our obligations, and (c) we may disclose the data to our affiliates and subcontractors for this purpose and may transfer the data to countries outside of the country of origin.

9.6. Export Compliance. The Education offering(s), Course Materials and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will access or use any Education offering(s) or Course Materials provided to it under this Agreement in a U.S.-embargoed country or region or in violation of any U.S. export law or other governmental regulation.

9.7. Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), provided however, either party may assign this Agreement in its entirety (including all Orders), without the other party's consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then the other party may terminate this Agreement upon written notice. A party's sole remedy for any purported assignment by the other party in breach of this Section will be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.8. Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim promptly through business discussions and will, upon written request, escalate a dispute to executive management for resolution. If the parties fail to resolve the dispute within 30 days of written request, or any longer period agreed to in writing, the parties may pursue the remedies to which they are entitled. This paragraph does not restrict either party's right to seek injunctive relief.

9.9. Governing Law and Jurisdiction. This Agreement is to be governed by and interpreted in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its principles of conflict of laws. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Transactions Act, as adopted by any state or governing body, do not apply to this Agreement. Any action or proceeding arising out of or relating to this Agreement will be resolved by arbitration in Orange County, California in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association and, in the event either party seeks injunctive or provisional relief, the Optional Rules for Emergency Measures of Protection. The arbitration will be heard and determined by a single arbitrator experienced in the software industry. The arbitrator's decision in any arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its attorneys' fees and arbitration costs from the other party. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration or by disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

10. DEFINITIONS.

Attendees mean the participants authorized by you to attend or participate in the Education offerings.

Course Materials means any Education content provided to you in any media form pursuant to an Order, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by us or our subcontractor.

Education means any standard or customized education offerings, training or instruction, or related services, provided by us or our subcontractor in any format or location, including without limitation, (i) instructor led training, including at our or your site(s), (ii) virtual training, including online classes, courses, or course catalogues, and/or (iii) classroom training or testing, at our or a third party training facility.

Order means an ordering document (e.g., quote, order form, SOW) specifying the Education offering(s) to be provided and that is entered into between you and us and which incorporates this Agreement by reference. Notwithstanding any language to the contrary in the Order, all Education offerings purchased under an Order are purchased separately from any professional services, products or subscription services offered by us.

SecureAuth, we, us or our means SecureAuth Corporation and its affiliates.

You or your means the individual and company or other legal entity accepting this Agreement.

[End.]