

Longview Training Services Agreement

Rev. August 2015

This Training Services Agreement together with Registration Confirmation (as defined hereinbelow), which is incorporated herein by reference (collectively the "Agreement") is entered into by and between Longview of America, LLC a Delaware limited liability company, of 1265 Drummers Lane, Glenhardie Three, Suite 106, Wayne, PA 19087-1570, if Customer (as defined below) is a United States entity ("Longview US") or Longview Solutions Canada ULC, a Canadian corporation of 65 Allstate Parkway, Suite 200, Markham, Ontario L3R 9X1, if Company (as defined below) is a Canadian entity ("Longview CA"), or Longview Software Limited, (registered number 4285573) of Nexus House, Station Road, Egham, TW20 9LB, United Kingdom, if Customer (as defined below) is an entity outside of the United States or Canada ("Longview EMEA"), and your company as identified in the Registration Confirmation ("Customer"). By submitting a registration for Training Services to Longview, Customer agrees to be bound by the terms and conditions of this Agreement, including all terms and conditions contained and/or referenced herein or any additional terms and conditions set forth on Longview's relevant website, and all such terms shall be deemed accepted by Customer. Customer warrants and represents that it has the legal right and authority to place and use the Training Services as contemplated by this Agreement. This Agreement sets forth the terms and conditions under which Longview will provide certain Training Services to Customer. In the event that Customer has signed a Professional Services Agreement with Longview (or other master agreement for the provision of Longview rendering services to Customer), then the general terms and conditions of any such signed agreement will take precedence for the services which the signed agreement covers, with the Registration Confirmation serving as the Order Document or statement of work thereunder, unless the parties hereto enter into an Order Document or statement of work detailing the training services to be performed by Longview. In the event of a conflict between the terms of any signed agreement and those contained herein with respect to the Training Services, the terms of this Agreement shall prevail. Customer can register for Training Services (as defined in Section 1 below) in the manner indicated by Longview. This Agreement comes into effect on the date Longview sends Customer a confirmation of the registration ("Registration Confirmation") for Training Services as selected by Customer in such registration (the "Effective Date") and continues until terminated as hereinafter provided.

1. TRAINING SERVICES; WARRANTY; DISCLAIMER OF WARRANTIES 1.1 Longview will provide the Training Services identified in Registration Confirmation for the period, at the location (or via the means), and at the rates set forth on said Registration Confirmation. Training Services means all training and related services to be undertaken by Longview on behalf of the Customer as provided for in the Registration Confirmation in accordance with this Agreement. The method of delivery for the Training Services shall be identified on the Registration Confirmation, and may include one of the following:

Live Workshop. A Longview instructor leads a class using methods such as lecture, demonstration, and guided demonstration. Students perform tasks on a live Longview application. Cost of live workshop covers all course materials, catered lunch, refreshments, and a Certificate of Completion for each participant. Travel, lodging, highway tolls and parking expenses that Customer may incur, as applicable, for attendance to a live workshop are not included in the cost. Please inquire with Longview for a list of our preferred hotels wherein you may be eligible to get a preferred hotel rate by identifying yourself as a Longview learning participant. Rates are subject to change at the discretion of the hotels.

Virtual Classroom. A Longview instructor leads a class using the same methods as a live workshop. Students perform tasks on a live Longview application. The primary difference is that students connect to the virtual classroom through an internet browser and a toll-free conference call. Virtual classrooms are exclusively for registered students; unregistered individuals may not view a virtual classroom at any time. Registered students must view the class from the country listed in the Registration Confirmation. Customer is responsible for meeting the minimum system requirements to attend a virtual classroom, as communicated by Longview from time-to-time.

Hosted Learning. A student completes self-paced e-learning during the term of a subscription as identified, if applicable, in the Registration Confirmation. Student is provided an individualized login and password to the Longview Learning website. Their progress is tracked and the content is available for their review for the entire span of their subscription. Customer is responsible for meeting the minimum system requirements to order and access the Hosted Learning offerings, as communicated by

Longview from time-to-time. eLearning Library. on-demand, interactive collection of hundreds of targeted learning modules is designed for Longview system administrators, analysts and other users of Longview software. Hundreds of eLearning Library modules are available with subscription. Users determine what learning they need, and when they need it.

1.2 Longview warrants all Training Services provided hereunder shall be performed by qualified personnel in a professional and workmanlike manner, in accordance with generally accepted industry standards. EXCEPT FOR THE FOREGOING WARRANTY, THE TRAINING SERVICES AND TRAINING MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THERE ARE NO WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE TRAINING MATERIALS OR TRAINING SERVICES FURNISHED HEREUNDER OR IN CONNECTION HEREWITH. LONGVIEW AND ITS DIRECT AND INDIRECT SUPPLIERS DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. LONGVIEW DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE TRAINING SERVICES OR TRAINING MATERIALS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE TRAINING MATERIALS OR TRAINING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

2. TRAINING MATERIALS; CONFIDENTIALITY 2.1 Longview and/or its suppliers shall retain all title, copyright and other proprietary and intellectual property rights in or related to the software, documentation and other associated training materials including all modifications, and in all copies of all or any portion thereof (hereinafter the "Training Materials"). Customer agrees to maintain in strictest confidence and trust at all times, the Training Services (which by its nature would be considered proprietary or confidential by a reasonable person) and the Training Materials. Unauthorized recording, copying, transmission or other distribution of Training Materials is strictly prohibited. Customer's use of the Training Materials shall be in accordance with the license agreement for the Longview product for which the Training Services are being performed in connection with such Longview product. Customer hereby represents and warrants to Longview that it is a valid licensed user of Longview's software product(s).

3. LICENSE AND RESTRICTIONS (FOR HOSTED LEARNING and eLEARNING LIBRARY ONLY)

3.1 Solely during the term of the subscription as set forth in the Registration Confirmation, Longview hereby grants to Customer a limited, non-exclusive, non-transferable license to access Longview's hosted learning application ("LRAL") or the eLearning on-demand hosted library ("eLearning Library") as specified in the Registration Confirmation, without any right to sublicense, in order to allow Customer to use the existing training included in LRAL or eLearning Library, as applicable, for its internal training purposes in connection with its licensed use of Longview software products. Customer may not relicense the access to LRAL or eLearning Library or use LRAL or eLearning Library for third-party training, commercial time-sharing, rental or service bureau use. Customer shall not copy, translate, adapt, modify, decompile or reverse assemble LRAL or eLearning Library (including specifically any security code) or any portion thereof, nor shall Customer analyze or otherwise examine any such software or any portion thereof for reverse engineering purposes. Longview or its suppliers shall retain all title, copyright and other proprietary rights in or related to LRAL and eLearning Library and in all copies of all or any portion thereof. Customer does not acquire any rights, express or implied, in LRAL or eLearning Library other than those specified in this Agreement. All rights not specifically granted to Customer herein are specifically excluded from the scope of this license and are hereby reserved by Longview. Customer agrees to maintain the copyright, trademark, and other notices that appear in or with LRAL and eLearning Library and on all associated media and documentation. Following the term of the subscription as set forth in the Registration Confirmation, Customer shall discontinue all use and access to LRAL or eLearning Library, as applicable.

3.2 eLearning Library is also subject to the additional terms and conditions located at <http://www.longview.com/services/learning/longview-elearning-library-terms-and-conditions> which are incorporated herein by reference and made a part hereof as if fully set forth herein. Customer's use of eLearning Library is subject to the total number of eLearning Library users paid for by Customer pursuant to the Registration Confirmation. Customer agrees to be fully responsible and liable for any breach by any of its users of the terms and conditions applicable to Customer's use of the eLearning Library as set forth herein.

4. PAYMENT PROVISIONS AND FEES UPON CANCELLATION AND RESCHEDULING 4.1

Customer agrees to pay Longview in full for Training Services upon receipt of invoice. Except as expressly set forth herein, Fees for Training Services are non-refundable.

4.2 Longview may impose, and if imposed Customer shall pay, a late payment charge on the unpaid balance of overdue invoices hereunder equal to the lesser of (a) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or (b) the maximum rate allowed by law. Such charge shall accrue from the payment due date until the date such payment is made in full. Customer will pay all costs and expenses (including, but not limited to, Longview's attorney fees) incurred by Longview in connection with the collection of unpaid amounts owed to Longview by Customer as per this Section 4.

4.3 In addition to the charges due under this Agreement, Customer agrees to pay amounts equal to any taxes or fees resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon Longview's net income. For any on-site Training Services requested by Customer and agreed to by Longview, Customer shall reimburse Longview for actual, reasonable travel and out-of-pocket expenses incurred.

4.4 For the live workshop or virtual classroom Training Services, if you are unable to attend your scheduled training class, please contact Longview Learning at 1-905-940-1510 or email learning@longview.com. Longview requires no less than fourteen (14) calendar days' notice to reschedule or to cancel any Training Services in order for Customer to allow for individual participant replacement or Training Services to be rescheduled. Training Services must be rescheduled and attended by Customer within six (6) months of the original course date or funds paid by Customer for such Training Services will be forfeited. Failure of Customer to provide the required notification to Longview will result in 100% charge for the Training Services. If Customer does not attend a scheduled course without prior notification it will result in full forfeiture of the funds and no reschedule will be allowed. Cancellation, substitution and reschedule requests must be received by Longview in email or other written communication.

4.5 Longview may cancel or reschedule a schedules class at its sole discretion. If Longview cancels or reschedule a class that Customer has a Registration Confirmation for, Longview will endeavor to notify Customer upon not less than one (1)

weeks' notice in advance of the originally scheduled class. Customer will receive a credit for the full amount paid by Customer for any such cancellation or rescheduling by Longview, and Longview and Customer shall mutually agree upon new dates and times to reschedule the class, to be held by Longview and attended to by Customer within six (6) months of the date of the originally scheduled class, unless the parties agree otherwise in writing. Notwithstanding the foregoing, Longview is not liable to Customer for travel or accommodation costs incurred by Customer in the event that Longview cancels or reschedules an event.

5. LIMITATION OF LIABILITY 5.1 UNLESS FURTHER LIMITED ELSEWHERE IN THIS AGREEMENT, LONGVIEW'S, ITS DIRECT AND INDIRECT SUPPLIERS' AGGREGATE LIABILITY FOR DAMAGES FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, WILL NOT EXCEED SEVENTY-FIVE (75%) OF THE TRAINING SERVICES FEES PAID BY CUSTOMER FOR THE RELEVANT TRAINING SERVICES GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL LONGVIEW, ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF LONGVIEW, SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS, LOST BUSINESS REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY), OR (B) ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PERSON. CUSTOMER HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. Longview's direct and indirect suppliers, including but not limited to the publishers of Third Party Software are intended beneficiaries of this Section. The provisions of this Section shall survive termination, expiration or completion of this Agreement.

6. TERM AND TERMINATION 6.1 This Agreement shall commence on the Effective Date and shall continue until completion of Training Services in accordance with the Registration Confirmation and terms of this Agreement. Either party may terminate this Agreement by written notice to the other party in the event such other party neglects or fails to perform or observe any material term or obligation and fails to

remedy such neglect or failure for a period of ten (10) days after written notice thereof from the non-defaulting party. Notwithstanding anything to the contrary in this Agreement, termination of this Agreement, however occurring, shall neither relieve Customer of any accrued obligations to pay money to Longview nor entitle Customer to any refund of fees for Training Services or other amounts paid hereunder. Sections 1, 2, 4, and 5 through 10 shall survive any termination or expiration of this Agreement.

7. NON-SOLICITATION OF EMPLOYEES 7.1 Customer acknowledges that the training and qualifications of Longview employees are unique and that the loss of these employees may affect Longview's competitiveness and continued commercial success. It is expressly agreed and understood that for a period of three (3) years following the rendering of Longview's Training Services under this Agreement, Customer agrees that they will not, directly or indirectly, by themselves or as a partner or in any relationship with any other person or entity, recruit from Longview, or hire, any of Longview's employees or consultants, or induce, solicit, or influence any employee or consultant of Longview to terminate or curtail his or her employment or engagement with Longview, without Longview's prior written consent. The covenants and obligations of the parties set forth in this Section 6 shall be specifically enforceable in addition to and not in limitation of any other legal or equitable remedies, including monetary damages.

8. ACCEPTABLE USE POLICY. In the event that the Training Services provided as identified in the Registration Confirmation include online training over the internet, the terms and conditions of the Acceptable Use Policy posted on the Longview website at <http://www.longview.com/acceptable-use-policy> are incorporated herein by reference and shall apply to all such online Training Services. Customer agrees to fully indemnify and hold Longview harmless against any claims, losses, and expenses (including but not limited to reasonable attorneys' fees) for any failure to comply with the Acceptable Use Policy.

9. MISCELLANEOUS PROVISIONS 9.1 Except as otherwise set forth herein, any notice to be given hereunder by either party to the other, will be in writing and will be deemed given upon delivery, if sent by facsimile or by overnight courier, or 5 days after such notice is sent if sent by certified mail, return receipt requested to each party at the address noted hereinabove, unless updated by either party in writing.

9.2 Longview may subcontract its obligations under this Agreement provided that Longview shall remain ultimately liable for the performance of subcontractor in accordance with this Agreement.

9.3 Customer agrees to comply fully with all relevant export laws and regulations of the United States, Canada or any other applicable government ("Export Laws") to assure that neither the products, training materials, documentation, nor any direct product thereof are (1) exported, directly or indirectly, in violation of the Export Laws; or (2) are intended to be used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation.

9.4 Except as expressly provided in this Agreement, any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

9.5 This Agreement constitutes the final, complete and exclusive statement of the Agreement between the parties in respect of the subject matter hereof and supersede all prior and contemporaneous written and oral negotiations, understandings and agreements between the parties in respect to the subject matter hereof, including specifically any Longview advertising or sales materials or any Customer purchase order or other ordering document. No other writings may become a part of this Agreement, unless signed by duly authorized representatives of both parties. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

10. LAW AND JURISDICTION 10.1 Longview US. If this Agreement is entered into by Longview US as indicated on Page 1 of this Agreement, then this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania excluding its choice of law provisions. With respect to any action, suit or proceeding each party hereby submits to the sole and exclusive jurisdiction and venue of the federal and state courts located in Philadelphia County and waives any objection to personal jurisdiction, improper venue or forum non conveniens in any such action, suit or proceeding.

10.2 Longview CA or Longview EMEA. If this Agreement is entered into by Longview CA as indicated on Page 1 of this Agreement then this Agreement shall be governed by,

construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada excluding its choice of law provisions. With respect to any action, suit or proceeding each party hereby submits to the sole and exclusive jurisdiction and venue of the courts located in the Province of Ontario and waives any objection to personal jurisdiction, improper venue or forum non conveniens in any such action, suit or proceeding.

10.3 This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.