

End User License Agreement (EULA) for eTrainetc, LLC

This End User License Agreement (EULA) should apply only to the software supplied by eTrainetc, LLC (eTrain) here with regardless of whether other software is referred to or described herein. This agreement applies to all forms of usage via computer, internet, network, mobile and any other applicable form of usage.

IMPORTANT: PLEASE READ THE ENTIRE AGREEMENT. THIS IS A LICENSE AGREEMENT.

eTrainetc, LLC (the Platform) is willing to license the accompanying software(all products listed above and all applicable content) to you only upon the condition that you accept all of the terms contained in this license agreement and any supplementary or unique license terms included herewith ("Agreement").

If you are not willing to be bound by this agreement and you **"do not agree"** to all of its terms and conditions, your proposed sale of the software will be terminated. You will only be charged for time and materials related to this order, or have access to the products and content.

Copying or use of this software or its documentation except as permitted by this agreement is unauthorized and may constitute a violation of law in the United States and/or other countries. If you copy or use this software or its documentation without permission of eTrainetc, LLC, you are violating the law. You may be liable to eTrainetc, LLC for damages, and you may be subject to criminal penalties.

Definitions

"End User Product" means an Output File, which contains the eTrainetc, LLC Run-Time, generated by you. Examples of End User Products include any HTML, JS files used for courses, authoring tools, demonstration files, interactive multimedia material, interactive entertainment products and the like.

"eTrainetc, LLC" means eTrainetc, LLC (eTrain) and its licensors, if any.

"authoring" means the application developed by eTrainetc, LLC (eTrain) referred to in this license agreement as Software.

"Data" means the application developed by eTrainetc, LLC (eTrain) referred to in this license agreement as Software.

"Output File" means an output file generated by you using the Software.

"Software" means only the eTrain software program(s) and third party software programs, in each case, supplied by eTrain herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation. Any updates to such Software which you are entitled to receive and that has been provided to you by eTrain shall also mean Software for purposes of this agreement.

"Libraries" refer to folders of images, video, code, and projects.

"Application Services via Internet" refers to the actual setup and process of this application. The Software is run on the user's device (e.g., personal computer, portable computer, personal digital assistant, smart phone, etc.) but accesses an eTrain server via the internet.

"Community Software Code" refers to any Software code used for custom development of the application becomes community software code.

"User Materials" refers to any company product documentation, images, video, etc. Customer materials are stored on their own network or desktop.

"Professional License" means the user works for a company and is using eTrain to design corporate training materials.

1. License Fees. (If Applicable) User agrees to pay eTrain prior to or concurrent with delivery of the Application the full license fee agreed to upon ordering the Application. A warning will be issues based on User's monthly fee fifteen days (15 days) prior to disconnection. Any payment not made when due shall accrue interest at the rate of two percent (2%) per month. In addition, User agrees to pay eTrain any and all applicable tax that is levied in conjunction with the purchase of this License for the Application whenever eTrain must collect and/or pay such taxes from or on behalf of User according to the applicable statutes and ordinances, as interpreted by the departmental authority of the taxing unit. Furthermore, User agrees to pay eTrain all costs, expenses, and attorney's fees expended by eTrain in the collection of the purchase price, whether by filing a lawsuit or otherwise.

2. Proprietary Rights. Title to the Licensed Software and the Platform, including without limitation any software, documentation, and all intellectual and proprietary rights applicable thereto shall at all times remain solely and exclusively with eTrain and its

licensors. Licensee shall not take any action (i) inconsistent with such title or (ii) inconsistent with the rights of eTrain in its entire intellectual property portfolio. Licensee shall retain ownership of the copyrights and all other rights in the Application (other than the copyrights and other rights those relating to the Licensed Software and the Platform), subject to the rights granted under this Agreement. All rights in the Licensed Software and the Platform not expressly granted hereunder are reserved to eTrain.

3. Protection and Security. User agrees not to disclose, publish, release, transfer, or otherwise make available the Application or any portion thereof, in any form, to any person, other than User's employees, without prior written consent from eTrain. User agrees that the Application is the property of and proprietary to eTrain, and further agrees to protect the Application and all parts thereof from unauthorized disclosure and use by its agents, employees, or customers. User shall be exclusively responsible for the selection, supervision, management, control, and use of the Application. User agrees to utilize its best efforts or see that its employees or any other user of the Application complies with the terms and condition of this Agreement and refrains from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the Application. **Warning: If the software is compromised under your license/serial number, your account will automatically be disabled. You will be notified by email of the problem and be required to contact eTrain for security reasons. (We have the ability to map the code by individual computer signature. If the license key turns up on another computer, access is denied to all.)**

4. Export Restrictions. The Application may be subject to the export controls of The United States Departments of State and Commerce and User agrees to fully comply with all applicable United States export regulation governing export, destination, ultimate end user, and other restrictions relating to the Application.

5. Other Restrictions.

5.1 The license for the Licensed Software and Platform granted hereunder is a right-to-use, market, demonstrate and distribute license only. Licensee may not cause or permit the copying, renting, licensing, sublicensing, leasing, dissemination or distribution (other than the distribution and sublicensing of the Licensed Software, as embedded in the Application, as deployed on the Platform, as expressly permitted by the Agreement) of any portion of the Licensed Software by any means or in any form, without the prior written consent of eTrain®. The Application must bear a valid copyright notice, including the copyright notice that appears on the Licensed Software and Licensee may not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Licensed Software.

5.2 Licensee shall not (nor permit other to): (a) modify, port, translate, localize, or create derivative works of the Licensed Software or the Platform, except as expressly permitted herein; (b) decompile, disassemble or otherwise reverse engineer the Licensed Software and the Platform or permit end-users to do so, except as permitted by law; (c) assign sublicense, transfer, lease or otherwise grant to a third party any of the rights granted herein, except as expressly permitted hereunder; or (d) link the Licensed Software to any software licensed under any "open source" license, including, without limitation, the GNU Public License, Lesser, GNU Public License or Mozilla Public License or other license that require, as a condition of use, modification and/or distribution of such software, that the Licensed Software be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

5.3 Licensee shall ensure, and shall cause any of its resellers to ensure that end-users seeking who license the Application and the Platform are presented with and agree to be bound by an end-user license agreement. Such end-user license agreement shall be at least protective of eTrain and the Licensed Software as: (i) the terms and conditions Licensee uses for its own software products; and (ii) the terms and conditions governing this Agreement.

6. Patent, Copyright, and Trade Secret Indemnity. User agrees to indemnify and hold harmless eTrainetc, LLC, against all liability resulting from or related to any claim of patent or copyright infringement, misappropriation, or misuse of trade secrets or other proprietary rights based upon the use by User of the Application, or any portion thereof, in whatever form, or the exercise by User of any rights granted under this Agreement. Additionally, all code used by the user within the application is considered community property. If that code was obtained by the user resulting from any claim of patent or copyright infringement, misappropriation, or misuse of trade secrets or other proprietary rights based upon the use by User of the Application, or any portion thereof, in whatever form, or the exercise by User of any rights granted under this Agreement.

7. LIMITATION OF LIABILITY. ETRAIN® SHALL NOT HAVE ANY LIABILITY FOR INCIDENTAL CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF REPRESENTATION OF A PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ETRAIN®'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY LICENSEE TO STI UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NO ACTION AGAINST ETRAIN® REGARDLESS OF FORM (INCLUDING NEGLIGENCE) ARISING OUT OF ANY CLAIMED BREACH OF THE AGREEMENT OR TRANSACTIONS UNDER THIS AGREEMENT OF IN ANY OTHER WAY RELATED TO THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

7.1 Neither eTrain nor its suppliers shall be liable to you or any third party for any indirect, special, incidental, punitive, cover or consequential damages (including but not limited to, damages for the inability to use equipment or access data, loss of business, loss of profits, business interruption or the like), arising out of the use of, or inability to use, the Software and based on any theory of liability including breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if eTrain® or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.

7.2 eTrain's total liability to you for actual damages for any cause whatsoever will be limited to the amount paid by you for the Software that cause such damage.

7.3 (USA only) some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you and you may also have other legal rights that vary from state to state.

7.4 The foregoing limitations on a liability are intended to apply to the warranties and disclaimers above and all other aspects of this EULA

8. No Liability for Hardware. User assumes complete responsibility for all hardware used in conjunction with the Application. eTrain shall not be responsible in any way for the non-performance or malfunction of any hardware used in conjunction with the Application, nor for any damages whatsoever arising out of the use of any hardware.

9. No Liability for Internet. User assumes complete responsibility for all Internet access used in conjunction with the Application. eTrain shall not be responsible in any way for the non-performance or malfunction of the Internet used in conjunction with the Application, nor for any damages whatsoever arising out of the use of Internet.

10. No Liability for Lost Data. User assumes complete responsibility for all lost data in conjunction with the Application. eTrain shall not be responsible in any way for the non-performance or malfunction as a result of lost data, nor for any damages whatsoever arising out of the loss of data.

11. Grant of License. The Licenses granted in this section are subject to the terms and conditions set forth in the EULA:

11.1 Subject to Section 8(b), you may install and use the Software on a single computer; OR install and store the Software on a storage device, such as a network server, used only to install the Software on your other computers over an internal network, provided you have a license for each separate computer on which the Software is installed and run. Except as otherwise provided in Section 8(b), a license for the Software may not be used to share, install, or use the software concurrently on more than one computer. Subject to the terms and conditions set forth in this EULA, you shall not have more than one installation of the Software on any single computer.

11.2 Portable or Home Computer Use for Software Requiring Mandatory Product Activation. For Software requiring Mandatory Product Activation, in addition to the single copy of the Software permitted in Section 8 (a), the primary user of the computer on which the Software is installed may make a second copy of the Software and install it on either a portable computer or a computer located at his or her home for his or her exclusive use, *provided that:* (A) the second copy of the Software on the portable or personal computer (i) is not used at the same time as the copy of the software on the primary computer and (ii) is used by the primary user solely as allowed for such version or addition (such as for educational use only), (B) the second copy of the Software is not installed or used after the time such user is no longer the primary user of the primary computer on which the Software is installed, and (C) the Software was not licensed under a volume discount.

11.3 In the event the Software is distributed along with other eTrain software products as part of a suite of products, the license of the suite of products is licensed as a single product and none of the products in the Suite, including the Software, may be separated for installation or use on more than one computer.

11.4 You may make one copy of the Software in machine-readable form solely for backup purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell or transfer any copy of the Software made for backup purposes. In addition, you may make copies of the End User Product, and any associated products and distribute those copies; provided however, that (i) The eTrain may not be distributed or used other than as bundled with the Output File as part of the End User Product, and (ii), you shall require each party to whom the End User Product is distributed to agree that no title to, or ownership rights in, eTrain are transferred and that the End User Product, including any associated products, shall not be reverse compiled or disassembled. In addition, you may not distribute an End User Product for the purpose of which is to replay the courseware, presentations, interactive multimedia material, interactive entertainment products and the like of others.

11.5 You agree that eTrain may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse eTrain for all reasonable expenses related to such an audit in addition to any other liabilities you may incur as a result of such non-compliance. Definitions of licenses above are applicable.

11.6 Unless otherwise set forth in the documentation relating to such code and/or the Software or in a separate agreement between you and eTrain, you may modify the source code form of those portions of such software programs that are identified as Sample Code, Sample Application Code, or Components (each "Sample Application Code") in the accompanying documentation solely for the purposes of designing, developing and testing websites and website applications developed using eTrain software programs; provided, however, that you are permitted to copy and distribute the Sample Application Code (modified or unmodified) only if all of the following conditions are met: (1) you distribute the compiled object Sample Application Code with your application; (2) you do not include the Sample Application Code in any product or application designed for website development' and (3) you do not use eTrain's name, logos or other eTrain trademarks to market your application.

11.7 Your license rights under this EULA are non-exclusive.

11.8 Mandatory Product Activation. The license rights granted under this Agreement may be limited to the first thirty (30) days after you first install the Software unless you supply information required to activate your licensed copy in the manner described during the set up sequence of the Software. You may need to activate the Software through the use of the Internet or telephone; toll charges may apply. There are technological measures in this Software that are designed to prevent unlicensed or illegal use of the Software. You agree that eTrain may use those measures and you agree to follow any requirements regarding such technological measures. You may also need to reactivate the Software if you modify your computer hardware, alter the Software, or install the Software on another computer. Product activation is based on the exchange of information between your computer and eTrain. None of this information contains personally identifiable information nor can it be used to identify any personal information about you or any characteristics of your computer configuration.

12. Restrictions.

12.1 Other than as set forth in Section 8 you may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network.

12.2 You may not alter, merge, modify, adapt or translate the Software, or decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

12.3 Unless otherwise provided herein, you may not rent, lease, or sublicense the Software.

12.4 Other than with respect to a Trial Version or a Not For Resale Version of the Software, you may permanently transfer all of your rights under this EULA only as part of a sale or transfer, provided you retain no copies, you transfer all of the Software (including all component parts, the media, and printed materials, any upgrades, this EULA, the serial

numbers, and, if applicable, all other Software products provided together with the Software), and the recipient agrees to the terms of this EULA. If the Software is an upgrade, any transfer must include all prior versions of the Software from which you are upgrading. If the copy of the Software is licensed as part of a Suite of products as defined above, the Software shall be transferred only with and as part of the sale or transfer of the entire Suite, and not separately. You may retain no copies of the Software. You may not sell or transfer any Software purchased under a volume discount. You may not sell or transfer any Trial Version or Not for Resale Version of the Software.

12.5 Unless otherwise provided herein, you may not modify the Software or create derivative works based upon the Software.

12.6 Education Versions may not be used for, or distributed to any party for, any commercial purpose.

12.7 Unless otherwise provided for herein, you shall not (A) in the aggregate, install or use more than one copy of the Trial Version of the Software, (B) download the Trial Version of the Software under more than one Username, (C) alter the contents of a hard drive or computer system to enable the use of the Trial Version of the Software for an aggregate period in excess of the trial period for one license to such Trial Version, (D) disclose the results of software performance benchmarks obtained using the Trial Version to any third party without eTrain's prior written consent, or (E) use the Trial Version of the Software for a purpose other than the sole purpose of determining whether to purchase a license to a commercial or education version of the software; provided, however, notwithstanding the foregoing, you are strictly prohibited from installing or using the Trial Version of the Software for any Commercial purpose.

12.8 You may only use the Not For Resale Version of the Software to review and evaluate the Software.

12.9 You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.

12.10 You may receive the Software in more than one medium but you shall only install or use one medium. Regardless of the media you receive, you may only use the medium that is appropriate for the server or computer on which the Software is to be installed.

12.11 You may receive the Software in more than one platform but you shall only install or use one platform.

12.12 You shall not use the Software to develop any application having the same primary function as the Software.

12.13 In the event that you fail to comply with this EULA, eTrain may terminate the license and you must destroy all copies of the Software (with all other rights of both parties and all other provisions of this EULA surviving any such termination).

12.14 Notwithstanding anything herein to the contrary, you may not (A) install Software on a server for multiple user access or use, or (B) modify or replace the Software user interface that displays Software documents.

13. Upgrades (Except if the Software is an Education Version): If this copy of the Software is an upgrade from an earlier version of the Software, you must possess a valid full license to a copy of an earlier version of the Software used to upgrade to this upgrade copy in order to install and/or use this upgrade copy. You may continue to use each earlier version copy, provided that, (i) the upgrade copy and the earlier version copy are installed and/or used on the same computer only and the earlier version copy is not installed and/or used on any other computer; (ii) you comply with the terms and conditions of the earlier version's end user license agreement with respect to the installation and/or use of such earlier copy; (iii) the earlier version copy or any copies thereof on any computer are not transferred to another computer unless all copies of this upgrade copy on such computer are also transferred to such other computer; (iv) the earlier version copy or any copies thereof are not transferred to any other party unless you also transfer this upgrade copy and any copies thereof to such other party in accordance with Section 9; and (v) you acknowledge and agree that any obligation eTrain may have to support and/or offer support for the earlier version of the Software may be ended upon availability of the upgrade.

13.1 If the Software is an Education Version: If this copy of the Software is an upgrade from an earlier version of the Software, you must possess a valid full license to a copy of an earlier version of the Software used to upgrade to this

upgrade copy in order to install and/or use this upgrade copy, and the upgrade copy is provided to you on a license exchange basis. You agree by your installation and use of such copy of the Software to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of the Software or transfer it to another person or entity unless such transfer is pursuant to Section 9.

14. Prior Same Version License. If this copy of the Software is licensed as part of a Suite (as defined above), and you have a prior license to the same version of the Software, and the Suite was licensed to you with a discount based, in whole or in part, on your prior license to the same version, the Software is provided to you on a license exchange basis. You agree by your installation and use of the copy of the Software the voluntarily terminate your EULA with respect to such a prior license and that you will not continue to install or use such prior license of the Software or transfer it to another person or entity.

15. Ownership. The foregoing license gives you limited license to use the Software. eTrain and its suppliers retain all right, title, and interest, including all copyright and intellectual property rights, in and to, the Software (as an independent work and as an underlying work serving as a basis for any application you may develop), and all copies thereof. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by eTrain® and its suppliers.

16. General Limited Warranty and Disclaimer.

16.1 Except with respect to any Sample Application Code, Trial Version and Not For Resale Version of the Software, eTrain warrants that, for a period of thirty (30) days from the date of delivery (as evidenced by a copy of your receipt) (i) when used with a recommended hardware configuration, the Software will perform in substantial conformance with the documentation supplied with the Software; and (ii) the physical media on which the Software is furnished will be free from defects in materials and workmanship under normal use.

16.2 eTrain provides no remedies or warranties, whether express or implied, for any sample application code, trial version, or the Not for Resale version of the Software. Any sample application code, trial version, or the Not For Resale version of the Software are provided "as is".

16.3 Accept as set forth in the foregoing general warranty with respect to Software other than any sample application code, trial version, or Not For Resale version, eTrain and its suppliers disclaim all other warranties and representations, whether express, implied, or otherwise, including the warranties of merchantability or infringement. eTrain does not warrant that the Software is error-free or will operate without interruption. No rights or remedies referred to in article 2A of the UCC will be conferred on you unless expressly granted herein. The Software is not designed, intended, or licensed for use in hazardous environments requiring fail-safe controls, including without limitation, the design, construction, maintenance or operation of nuclear facilities, aircraft navigation or communication systems, eTrain® specifically disclaims any express or implied warranty of fitness for such purposes.

16.4 If applicable law requires any warranties with respect to the Software, all such warranties are limited in duration to thirty (30) days from the date of delivery.

16.5 No oral or written information or advice given by eTrain, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of any warranty provided herein.

16.6 (USA only) Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

17. DISCLAIMER OF WARRANTIES: THE LICENSED SOFTWARE, THE PLATFORM AND ANY OTHER ETRAINETC,LLC PRODUCTS ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW, ETRAINETC,LLC DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE LICENSED SOFTWARE, THE PLATFORM AND ANY OTHER ETRAINETC,LLC PRODUCTS PROVIDED TO LICENSEE HEREUNDER. LICENSEE ACKNOWLEDGES AND AGREES THAT THE PLATFORM IS DESIGNED FOR SIMULATION PURPOSES ONLY AND SHALL NOT BE USED TO PERFORM SURGERIES ON LIVE PERSONS OR ANIMALS.

18. Exclusive Remedy. Your exclusive remedy under the preceding is to return the Software to the place you acquired it, with a copy of your receipt and a description of the problem. Provided that any non-compliance with the above warranty is reported in

writing to eTrain no more than thirty (30) days following delivery to you, eTrain will use reasonable commercial efforts to supply you with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or refund to you your purchase price for the Software, at its option. eTrain shall have no responsibility if the Software has been altered in any way, if the media has been damaged by misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware configuration. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above. This remedy is the sole and exclusive remedy available to you for breach of express or implied warranties with respect to the Software and related documentation.

19. **Basis of Bargain.** The General Warranty and Disclaimer, Exclusive Remedies and Limited Liability set forth above are fundamental elements of the basis of the agreement between eTrain and you. eTrain would not be able to provide the Software without such limitations. Such General Warranty and Disclaimer, Exclusive Remedies and Limited Liability inure to the benefit of eTrain licensors.

20. **U.S. Government Restricted Rights Legend.** This Software and the documentation are provided with “Restricted Rights” applicable to private and public licenses alike. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this EULA and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 242.227-7013 (c) (1) (ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable. Manufacturer: eTrain®, Inc. 60 Railroad Place Suite 205, Saratoga Springs, NY 12866.

21. **(Outside of the USA) Consumer End Users Only.** The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods otherwise than in the course of a business. The limitations or exclusions of warranties, remedies or liability contained in this EULA shall apply to you only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

22. **Third Party Software.** The Software may contain third party software which requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are made a part of and incorporated by reference into this EULA. By accepting this EULA, you are also accepting the additional terms and conditions, if any, set forth therein.

23. **Content and Liability Disclaimer.** eTrain uses reasonable efforts to include accurate, complete and current information on this site, however, eTrain and their partners do not warrant that the content herein is accurate, complete, current, or free of technical or typographical errors. Additionally, the topics taught on this site are not warranted regarding content accuracy, procedural performance or process competency or free of any errors. **You should not rely upon the material or information provided on this site or by eTrain® and their partners as a basis for making any clinical, business, legal, or any other decision.** In addition, it is your responsibility to verify any information before relying on this site. eTrain and its partners reserves the right to make changes and updates to any information contained within this site without prior notice.

23.1 Access to, and use of, this site and the content thereof is at the risk of the user. eTrain may provide links to certain other World Wide Web sites solely for your convenience, and eTrain and their partners are not responsible for the content of any other sites. eTrain and their partners do not warrant and accepts no liability with respect to material, information, products, or services available on any website which is not under the control of eTrain and their partners. It is your responsibility to verify any information before relying on the content of these other sites. In addition, it is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

23.2 ETRAINETC,LLC AND THEIR PARTNERS, LINKED OR REFERENCED WEB SITES OR TRAINING SITES MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES ABOUT THE COMPLETENESS, ACCURACY, SUITABILITY, AVAILABILITY, OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

23.3 NEITHER ETRAINETC,LLC AND THEIR PARTNERS, WEB SITES or TRAINING SITES NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE SHALL BE LIABLE TO YOU OR TO ANY OTHER THIRD PARTIES FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THIS SITE OR ON ANY OTHER HYPERLINKED WEB SITE, OR ANY ERRORS OR OMISSIONS IN THE CONTENT THEREOF.

24. **Consent of Data.** The user acknowledges and agrees that eTrain and its suppliers and partners may collect and use technical data and related information, including but not limited to technical information about Your usage, system usage, application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. eTrain and its suppliers and partners may use this information, as long as it is in a form that does not personally identify You, to improve its products or to provide services or technologies to You.

25. **Export Control Law.** The user acknowledge and agrees that the Service(s), information and/or commodities that may be provided, or arise, under the website or training site shall be subject to, and governed by export and re-export control laws, which the user agrees to comply with in all respects. It is further acknowledged and agreed by the user that the provision by eTrain® and their partners of such Service(s), information, and/or commodities to foreign persons may be prohibited, limited, or delayed due to compliance with these laws. These Service(s), information and/or commodities may not be transferred, disclosed, or otherwise re-exported except as in accordance with these laws.

26. **General.** This EULA shall be governed by the internal laws of the State of Florida, without giving effect to principles of conflict laws. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in Sarasota Counties, Florida or the federal courts in Sarasota, Florida to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods. This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of eTrain to exercise any of its rights under this EULA or upon any breach of this EULA shall not be deemed a waiver of those rights or of the breach. No eTrain dealer, agent, or employee is authorized to make any amendments to this EULA. If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, which provision will be enforced to the maximum extent permissible and the remaining provisions of this EULA will remain in full force and effect. eTrain, and other trademarks contained in the Software are trademarks of or are registered trademarks of eTrain in the United States and/or other countries. Third party trademarks, trade names, product names, and logos may be the trademarks or registered trademarks of their respective owners. You may not remove or alter any trademark, trade names, product names, logo, copyright or other proprietary notices, legends, symbols or labels in the Software. This EULA does not authorize you to use eTrain's or its licensors' names or any of their respective trademarks. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

All questions concerning this EULA shall be directed to: eTrainetc, LLC, PO Box 51858, Sarasota, FL 34232 Attention: General Counsel.