

## **Rebellion Subscription Agreement**

This Rebellion Training Subscription Agreement by and between \_\_\_\_\_ ("Customer" or "You") and Rebellion Training, LLC, a Nevada limited liability company ("Rebellion Training" or "Rebellion" or "Us" or "We") is dated as of \_\_\_\_\_ (the "Effective Date") and shall govern Your access and use of: (i) Rebellion Training's hosted role-play training platform service ("Rehearsal") provided by Rebellion Training for online searching, storage, sharing, and processing of files, materials, data, text, audio, video, images or other content related to training and improvement of communication skills (collectively (but excluding Your Data), "Content"); (ii) the Rebellion Training websites or applications; (iii) any written or electronic use or features guides or other documentation provided or made available by Rebellion Training (the "User Guides"); (iv) the Hosted Services; (v) Support; and (vi) Professional Services (collectively the "Service(s)").

BY ACCESSING, OPERATING, DOWNLOADING, INSTALLING, REGISTERING, PROVISIONING USERS, OR OTHERWISE USING THE SERVICES; BY EXECUTING THIS AGREEMENT OR AN ORDER FORM THAT REFERENCES THIS AGREEMENT; OR BY CLICKING AN "I ACCEPT" OR "CONTINUE" OR SIMILAR BUTTON ASSOCIATED WITH THIS AGREEMENT, YOU (OR YOUR AUTHORIZED AGENT, IF APPLICABLE) EXPRESSLY AND EXPLICITLY ACKNOWLEDGE AND AGREE THAT THIS IS A BINDING AGREEMENT AND HEREBY AGREE TO THE TERMS OF THIS AGREEMENT AND ACCEPT REBELLION'S OFFER TO USE THE REBELLION SERVICES PURSUANT TO THE TERMS HEREIN. IF YOU ARE A REBELLION PARTNER, CONSULTANT TO, EMPLOYEE OF, OR OTHER REPRESENTATIVE ENTERING INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER, YOU HEREBY REPRESENT AND WARRANT TO REBELLION THAT YOU ARE (A) AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER AND BIND CUSTOMER TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT; AND (B) YOU ARE OVER THE AGE OF 18 YEARS OLD, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH CUSTOMER ENTITY AND ITS AFFILIATES. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER, DO NOT ACCEPT THE QUOTE, ISSUE AN ORDER, ACCESS, OPERATE, DOWNLOAD, INSTALL, REGISTER, PROVISION, OR OTHERWISE USE THE REBELLION SERVICES.

You may not access the Services if You are a direct competitor of Rebellion or for the purpose of making the Services available to a direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. Furthermore, you may not download, install, operate, or use any downloadable software created by or made available by Rebellion, other than software made publicly available by Rebellion, without the prior consent of Rebellion.

Unless otherwise stated in this Agreement, the Rebellion Privacy Policy or an applicable Order Form, Rebellion makes no representations that the Rebellion Services are appropriate for use in other locations outside of the United States. If you use the Rebellion Services in or from locations outside the United States, you are responsible for compliance with all applicable laws and regulations as it relates to Your Data. Unless otherwise stated in this Agreement, the

Rebellion Privacy Policy, or an applicable Order Form, Your Data will be stored in data centers located within the United States.

## 1. DEFINITIONS

**"Activation Date"** means the date on which Rebellion or Partner delivers to Customer a login name and temporary password to access and use the Hosted Services and the Third-Party Services.

**"Addendum"** means any addendum or other agreement in writing, in any case, agreed to by Customer and Rebellion pertaining to Services. (For the avoidance of doubt, the term "in writing" means, with respect to this definition only, a fee estimate for additional Services sent by e-mail by Rebellion to Customer and confirmed by an employee or agent of Customer.)

**"Affiliate"** of a party shall mean any corporation, partnership, limited liability company or other entity (i) that owns, directly or indirectly through one or more other entities, 50% or more of the voting securities of such party, or (ii) in which such party or any entity described in (i), above, owns, directly or indirectly through one or more other entities, 50% or more of the voting securities.

**"Agreement"** means, collectively, this Rebellion Subscription Agreement and the Rebellion Privacy Policy (which Privacy Policy may be updated from time to time at <http://www.rehearsal.com/privacy-policy/>), the Order Form(s), and any Addendum.

**"Applicable Law"** means all applicable laws, regulations, ordinances, rules, codes and orders of governmental authorities having jurisdiction over Rebellion and Customer.

**"Documentation"** means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via a Rebellion website, application, or Hosted Services.

**"Evaluation Term"** means the period of time identified on each Order Form, for which Rebellion has committed to provide the Rebellion Services (generally, no more than three (3) months in duration) for evaluation purposes in accordance with Section 3.1 of this Agreement.

**"Hosted Services"** means the computer software programs owned, licensed, or operated by Rebellion to which Customer has subscribed to as set forth in one or more Order Form(s) or an Addendum; provided, however, that the term "Hosted Services" does not include any Third-Party Service.

**"Intellectual Property Rights"** means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

**"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**“Order Form”** means an ordering document, including an electronic form, specifying the Services to be provided hereunder that is entered into between You and Rebellion or any of Our Affiliates, or between You and Rebellion Partner for the provisioning of Rebellion Services, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**“Partner”** means an individual or entity that has entered into a partnership agreement with Rebellion.

**“Professional Services”** means, collectively, those consulting or professional services provided by Rebellion under a statement of work or set forth on an Order Form, if applicable, which may consist of, but are not limited too, Service-related services such as deployment, configuration, customization and installation, training, content generation, incident response, or other remedial services.

**“Purchased Services”** means the Services that You or Your Affiliate purchase under an Order Form.

**“Subscription Model”** means a Rebellion pricing model, as indicated on an Order Form(s), which may apply individually with respect to any product or module constituting part of the Hosted Services or Third Party Services, or to a bundled group of products or modules, pursuant to which You are assessed a fixed monthly, annual, or other periodic fee (which may change from time to time) for each period of use of such product or modules (or functionality contained therein).

**“Subscription Term”** means the period of time identified on each Order Form, for which Rebellion has committed to provide, and Customer has committed to pay for, the Rebellion Services (generally, twelve (12) months in duration).

**“Support”** means the support and maintenance services plan selected by Customer, referenced on the Order Form, and performed by Rebellion related to the Rebellion Services.

**“Third Party Services”** means any software, service, offering, product, or functionality that Customer uses (whether or not specifically subscribed to or referenced in an Order Form(s) or an Addendum), but which is provided by an independent third party.

**“Training Services”** means training and other consulting services that may be provided by Rebellion to Customer, as identified on an Order Form(s) or an Addendum.

**“Usage Data”** means any and all aggregated and anonymized information reflecting the access or use of the Rebellion Services by a User, By a Customer, or on behalf of Customer, including, but not limited to, visit-, session-, or stream-data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

**“User”** means an individual who is authorized by You to use the Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password or have otherwise provided access. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**User Data**” or “**Your Data**” means all information entered by User or a permitted entity into the Rebellion Platform. For the avoidance of doubt, the term “User Data” does not include any Usage Data.

## **2. OUR RESPONSIBILITIES**

**2.1. Provision of Purchased Services.** We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Form(s); (b) provide Our support for the Purchased Services to You in accordance with the terms of an Order Form(s); and (c) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime; (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, Internet service provider failure, a denial of service attack, or any of the delays or hindrances identified in Section 12.8 (Force Majeure); and (iii) technical issues that cannot be identified as being primarily caused by Rebellion Services.

**2.2. Protection of Your Data.** Rebellion agrees to use industry-standard data security protocols, and other methods reasonably deemed to be adequate for securing business data, to maintain the administrative, physical, technical security, confidentiality and integrity of Your Data. Those safeguards will include measures for preventing unauthorized access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services to You and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (c) as You or Your Users authorize through explicit written authorization, acceptance of terms, or configuration of application parameters or service settings. Notwithstanding the previous sentence, You agree that during the course of providing the Services, We may collect and use technical and related information, including but not limited to technical information about Your computer system and application software, to facilitate the provision of the Services, updates, and support to You, and to verify compliance with the terms of this Agreement. Additionally, We may use any of this information, and in the event of system or Services error, may share it with other persons, as long as it is in a form that does not personally identify You, to improve our Services and technology. Where Your use of the Services includes the processing of personal data (as described in the General Data Protection Regulation (EU) 2016/679) within the European Economic Area (EEA), except in respect of any usage during an Evaluation Period, the terms of the data processing addendum at <http://www.rehearsal.com/data-processing-addendum/> shall apply to such processing, and are hereby incorporated by reference. For the purposes of the Standard Contractual Clauses in Schedule 3 to the DPA, You are the data exporter, and Your acceptance of this Agreement shall be treated as Your signature of the Standard Contractual Clauses and appendices. For purposes of compliance with the EU General Data Protection Regulation, You are the Data Controller and Rebellion is the Data Processor.

**2.3. Our Personnel.** We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein. Rebellion will not be responsible for an representations by or activities of Rebellion Partners or other parties not acting as an agent of Rebellion.

## **3. USE OF SERVICES**

**3.1. Evaluation Period.** This paragraph only applies if Customer receives access to the

Rebellion services for evaluation purposes. Subject to the terms and conditions of this Agreement, Rebellion (i) grants to Customer the right to access, use, and evaluate the Rebellion Service ("Evaluation Offering"). Customer may use the Evaluation Offerings solely for its internal evaluation purposes. Customer and Rebellion may, upon mutual written agreement (including via email), extend the evaluation period. Continued use of the Rebellion Service after the evaluation period or extended evaluation period requires payment of the applicable fees. The ability to access or export Your Data from the Rebellion Service will automatically cease to function at the end of the evaluation period. Support and Training Services shall be limited to services agreed to in advance by Rebellion and specifically identified in the Order Form(s).

**3.2 Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) unless underlying subscriptions were priced at a discount, subscriptions may be added during a Subscription Term at the same pricing as the underlying subscription pricing, prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

**3.3. Your Responsibilities.** You will (a) be responsible for Customer-provisioned Users', and User's provisioned by Rebellion or a Rebellion Partner at Customer's direction, compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, (d) use Services only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of non-Rebellion applications with which You use the Services.

**3.4. Usage Restrictions.** You will not (a) make any Service or Content available to, or use any Service for the benefit of, anyone other than You or Customer Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service, or (l) decompile, reverse engineer, disassemble, modify, or create derivative works of any Service.

**3.5. Removal of Your Data.** If We are required by a third-party to remove Your Data, or receive information that Your Data may violate applicable law or third-party rights, We may so notify You and in such event, You will promptly remove data from Our systems. If You do not take required action in accordance with the above, We may disable the applicable data and/or Service until the potential violation is resolved.

**3.6. Removal of User Data.** If We are required by a third-party to remove User Data, or

receive information that User Data may violate applicable law or third-party rights, We may so notify You and in such event, We may promptly remove such User Data from Our systems (or We may disable the applicable User Data and/or Service until the potential violation is resolved).

#### **4. THIRD PARTY SERVICES**

4.1. All transactions using Services or providing additional services related to the Services are between the transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including Web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole; you acknowledge that We are not responsible for such content or services. We may also provide You with access to some content of third parties as part of the Services, such as Partner content. However, Rebellion is not an agent of any transacting party, nor or we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You are solely responsible for your dealings with any third party related to the Services, including the delivery of and payment for goods and services. Should you have any problems resulting from your use of any third-party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches. For purposes of this Section 4.1, Rebellion Partners are third-parties.

#### **5. FEES AND PAYMENT FOR PURCHASED SERVICES**

5.1. **Fees.** You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Term

5.2. **Invoicing and Payment.** We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. Following the initial term of an Order Form, unless otherwise stated in the Order Form, Rebellion reserves the right to increase Fees, provided that written notice of such increase is provided at least thirty (30) days prior to the end of the then-current term of the Order Form. In the absence of specific provisions in the applicable Order Form(s) agreed to by Customer, (i) fees for one-time Services (e.g., set-up and Training Services) are due upon acceptance of any Order Form(s) and prior to delivery of the applicable Service, (ii) recurring fees (e.g., fees for Hosting Services) begin on the Activation Date, and shall be payable monthly in advance and due in full on the first day of each month, and (iii) fees that are variable and dependent on actual usage (e.g., per-transaction fees) shall be billed monthly in arrears and due upon receipt. If paying by credit card, You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all purchased Services listed in the Order Form for the initial Subscription Term and any renewal Subscription Term(s) as set forth in Section 11.1 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different

billing frequency stated in the applicable Order Form.

**5.3. Overdue Charges.** Except as otherwise specified in the applicable Order Form, if any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

**5.4. Suspension of Service and Acceleration.** If any amount owing by You under this Agreement is forty-five (45) or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 12.6 (Notice), before suspending services to You.

**5.5. Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 5.5, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

**5.6. RENEWALS.** Unless otherwise stated in the applicable Order Form(s), Customer's subscription to the Rebellion Services it purchases will automatically renew at the end of each Subscription Term. Unless otherwise requested by Customer, any renewals will be the same duration as the prior Subscription Term.

**5.7. PURCHASE OF ADDITIONAL REBELLION USERS.** If Customer chooses to increase the number of Users during a Subscription Term (a "Subscription Upgrade"), any incremental Fees associated with such Subscription Upgrade will be prorated over the remaining period of the then-current Subscription Term, and due and payable upon enabling of additional user accounts. In any future Subscription Term, the Fees will reflect any such Subscription Upgrades.

**5.8. NO REFUNDS. EXCEPT AS SET FORTH HEREIN OR REQUIRED BY APPLICABLE LAW, REBELLION IS NOT OBLIGATED TO REFUND ANY FEES OR OTHER PAYMENTS ALREADY PAID.**

## **6. PROPRIETARY RIGHTS AND LICENSES**

**6.1. All Right Reserved.** Except as expressly provided otherwise in this Agreement, title, ownership and all rights and interest including, without limitation, patents, copyrights, trademarks, trade secrets and other intellectual property rights, in and to the Services and any authorized copies made by You remain with Us and Our licensors. The structure, organization, and code of the Services are valuable trade secrets of Rebellion and its licensors and You shall

keep such trade secrets confidential. The software used to deliver the Service is neither licensed nor sold.

**6.2. Right to Access and Use the Services.** Subject to the terms and conditions of this Agreement, you are granted a non-exclusive, non-transferable, limited right to access and use the Services as set forth in an Order Forms(s) or an Addendum. To the extent that the Services may be used to reproduce materials, such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. Customer shall be entitled to access and use the Hosted Services and the Third-Party Services solely for Customer's own internal business operations.

**6.3. License by You to Host Your Data.** You grant Us and Our Affiliates a worldwide, sublicensable, non-exclusive, transferable license to use, modify, adapt, reproduce, distribute, display and disclose Your Data as necessary for Us to provide the Services to You and fulfill Our obligations in accordance with the terms of this Agreement.

**6.4. License by You to Use Feedback.** Any suggestions, enhancement requests, Service recommendations, corrections, and other feedback for product or service improvement, correction, or modification provided by Customer or Customer's User in connection with any present or future Rebellion product or service ("Suggestions") will automatically become the property of Rebellion, without any compensation to you. Rebellion has no obligation to review your Suggestions. Rebellion may make, implement, use, sell, or distribute your Suggestions for any purpose in any way. Rebellion has no obligation to keep your Suggestions confidential, so long as such Suggestion is anonymized with respect to its association with Customer.

## **7. CONFIDENTIALITY**

**7.1. Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. For purposes of this Agreement, Confidential Information shall include (a) any information disclosed in documentary or other tangible format that is marked as confidential at the time of disclosure, or, if disclosed orally or in other intangible format, that is designated as confidential in writing by the Disclosing Party within thirty (30) days of the disclosure; (b) pricing under this Agreement; and (c) any other non-public information (such as product specifications, manufacturing processes and operations, testing data, future market and strategic plans, marketing and financial data, know how, trade secrets, ideas and other non-public information of a technical, scientific, or economic nature).

**7.2. Protection of Confidential Information.** The Receiving Party agrees to maintain a confidential status for such Confidential Information, to treat such Confidential Information in the same manner as it treats its own Confidential Information (but, in any case, with at least reasonable care), not to use such Confidential Information for any purpose other than the purpose for which it was originally disclosed to the Receiving Party, and not to disclose any of such Confidential Information to any third party, except to such vendors, consultants, contractors, agents and employees who have a need to know for purposes of performance of this Agreement and have been notified that such information is Confidential Information of the Disclosing Party to be used solely in connection with this Agreement, provided that such vendors, consultants, contractors, agents and employees first have entered into binding

confidentiality agreements no less protective of the Disclosing Party's Confidential Information than this Agreement, or unless such information, as established through documentary evidence: a) is or has become available to the public from sources other than the other Party at the time it was disclosed to the Receiving Party; b) is disclosed to the Receiving Party by a third party who is not under any legal obligation prohibiting such disclosure; c) is required to be disclosed by law (subject to 7.3, below); or d) was independently developed by the Receiving Party without reference to the other Party's Confidential Information.

**7.3. Compelled Disclosure.** If the Receiving Party is required to produce the Confidential Information by law, governmental proceeding or court order, the Receiving Party may disclose such Confidential Information without liability hereunder; provided, however, before producing any Confidential Information, the Receiving Party shall notify the Disclosing Party promptly of any such proceeding or court order in order to provide the Disclosing Party with a reasonable amount of time so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive the Receiving Party's compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party grants a waiver hereunder, the Receiving Party may furnish that portion of the Confidential Information which it is legally required by applicable law to disclose and will reasonably cooperate with the Disclosing Party's efforts, at the Disclosing Party's expense, to obtain confidential treatment of the Confidential Information so furnished.

**7.4. Return of Confidential Information.** Upon termination of this Agreement and at any time upon the Disclosing Party's option or request, the Receiving Party shall immediately return or destroy all Confidential Information provided by the Disclosing Party, and destroy all information developed therefrom, from which the Confidential Information is revealed or could be ascertained. Upon returning Confidential Information, an officer of the Receiving Party shall, upon request, certify that the Receiving Party has complied with the provisions of this section; provided, however, the Receiving Party may retain one copy of the Confidential Information solely for archival purposes.

**7.5. Period.** The nondisclosure obligations and restrictions on use of the Confidential Information under this Agreement shall continue for a period of five (5) years from the date of expiration or termination of this Agreement, except for any trade secrets of the Disclosing Party, which such nondisclosure obligations and restrictions on use shall continue for as long as such information is deemed a trade secret

**7.6. Injunctive Relief.** Each Party acknowledges that the other Party's Confidential Information is an important asset of such Party and/or its Affiliates and that the Disclosing Party and/or its Affiliates shall likely suffer irreparable harm as a result of a breach of this Section 7.6. Therefore, the Parties agree that the Disclosing Party and/or its Affiliates shall be entitled to pursue equitable relief, including temporary and permanent injunctive relief without the obligation of posting a bond (cash or otherwise), in the event of actual or threatened unauthorized disclosure or use of Confidential Information in breach of this Section 7.6.

**7.7. Ownership.** The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own confidential information to the Disclosing Party) claims ownership of the Confidential Information disclosed by the Disclosing Party and all Intellectual Property Rights therein, or arising from, such Confidential Information. Except as expressly set forth in this Agreement, no option, license, or conveyance of such rights to the Receiving Party is granted or implied under this Agreement and if any such rights are to be granted to the

Receiving Party, such grant shall be expressly set forth in a separate written instrument.

**7.8. Ownership of Customer Data.** As between the parties, Customer is the owner of all Your Data; provided, however, that nothing herein shall prevent Rebellion from using or disclosing such Customer Data as may be required by law, or as otherwise permitted in this Agreement.

**7.9. Ownership of Historical Data.** The parties acknowledge that at all times, Rebellion will remain the owner of all de-identified, raw transactional data and any other de-identified data collected, generated or otherwise derived by Rebellion in the course of providing Services, including Usage Data ("Historical Data"). All retained Historical Data will be de-identified in a commercially-reasonable manner reasonably likely to prevent re-identification.

**7.10. Suggestions.** The obligations set forth in this Section 7 shall not apply to any Suggestion, and, accordingly, neither Rebellion nor any of its Customers or business partners shall have any obligation or liability to Customer with respect to any use or disclosure of such information. In addition, with Customer's consent (which is hereby given), Rebellion may use internet/website analytics software tools and programs that collect, transmit, store, disclose and analyze certain information about the actual use of the Hosted Services by Customers (such as, but not limited to, pages viewed, links clicked, help functions used and other workflow information); such information shall not be considered Confidential Information hereunder and may be used by Rebellion for the purpose of license administration, error resolution and product analysis and improvement.

## **8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**8.1. Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**8.2. Our Limited Warranties.** We warrant that: (a) the Purchased Services will perform materially in accordance with the applicable Documentation; and (b) Rebellion has full right to grant all rights granted herein and to fulfill its obligations under this Agreement. If Customer believes the warranty stated in this section has been breached, Customer must notify Rebellion in writing of the breach no later than thirty (30) days following the date the warranty was allegedly breached (directed to legal@rehearsal.com), and Rebellion will, in Rebellion's sole discretion, (i) promptly correct the non-conformity, at Rebellion's expense, or (ii) terminate this Agreement and refund a prorated amount of the subscription Fees prepaid by Customer to Rebellion from the date on which Customer notified Rebellion in writing of any such breach of warranty. For Professional Services, Rebellion warrants to Customer that Professional Services will be performed in a professional manner in accordance with industry standards for like services. If Customer believes the warranty stated in this section has been breached, Customer must notify Rebellion in writing of the breach no later than thirty (30) days following the date the Professional Services were performed (directed to legal@rehearsal.com), and Rebellion will promptly correct or re-perform the Professional Services, at Rebellion's expense. Unless otherwise prohibited by Applicable Law, these are Customer's sole and exclusive remedies.

**8.3. Compliance with Laws.** Each Party warrants and covenants that it is and shall remain in compliance with all Applicable Laws relevant to the obligations under this Agreement.

**8.4. Warranty Period.** The representations, warranties and covenants set forth in this Section

8 shall apply for the period beginning on the effective date and continuing throughout the Term.

**8.5. Disclaimers.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED BY THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THE SOFTWARE MAY AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY REBELLION OR A REBELLION AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SERVICES AND THEIR FUNCTIONALITY IN ANY COMMUNICATION WITH YOU CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. REBELLION IS NOT RESPONSIBLE FOR ANY THIRD-PARTY CONTENT YOU ACCESS WITH THE SERVICES, OR THIRD-PARTY REPRESENTATIONS, AND YOU IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO SUCH THIRD-PARTY SITES, CONTENT, AND REPRESENTATIONS. REBELLION SHALL HAVE NO LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY SUCH CORRESPONDENCE, PURCHASE, OR PROMOTION BETWEEN YOU AND ANY SUCH THIRD-PARTY.

## **9. MUTUAL INDEMNIFICATION**

**9.1. General Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Party and its Affiliates' directors, officers, employees, contractors and agents ("**Indemnified Parties**") from and against any and all claims, suits, proceedings, investigations or actions (collectively, "**Claims**") and all resulting losses payable to third parties, settlements, judgments, awards, damages payable to third parties, and any and all legal, accounting and other fees, costs and expenses reasonably incurred in connection with investigating, mitigating or defending any such Claims (collectively, "**Losses**"), to the extent such Losses are sustained or incurred by any of them and arise out of: a) willful misconduct of the Party or its personnel; or b) any third party claim for negligence, gross negligence, or products liability caused by the actions or inactions of those of the Party's officers, employees, agents, and contractors; except to the extent caused by the negligence or willful misconduct of any of the Indemnified Parties; or c) a breach of any representation, warranty or covenant

made by the indemnifying Party.

**9.2. Indemnification by Us.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that (a) the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), except for infringement or misappropriation Claims Against You that would not have arisen but for addition or use of subject matter not provided by Us or to the extent caused by misuse of the Services by You, and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 8.2(Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions.

**9.3. Indemnification by You.** You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of any Service in breach of this Agreement (and by reason of such breach), infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

**9.4. Exclusive Remedy.** This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

**9.5 Allocation of Risk.** Customer acknowledges and agrees that Rebellion has set its prices and entered into this Agreement and permitted Customer's subscription to the Rebellion Services in reliance upon the disclaimers of warranty and the limitations of liability in this Agreement, that the same reflect an allocation of risk between Rebellion and Customer (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between Rebellion and Customer. If Customer is subject to Applicable Laws that prohibit Customer from indemnifying Rebellion as set forth herein or prohibit Customer from entering into the risk allocation arrangement set forth herein, then (a) the terms of such provisions of this Agreement shall apply to Customer only to the fullest extent permitted by Applicable Law, it being understood that Customer and Rebellion each wish to enforce the provisions of this Agreement to the maximum extent permitted by Applicable Law; and (b) Customer must, within thirty (30) days of the commencement of the Subscription Term, notify Rebellion via email (directed to

legal@reharsal.com) to specifically identify the Applicable Laws that apply to Customer and the resulting modifications to the risk allocation and indemnification provisions of this Agreement as a result of the application of such Applicable Laws.

## 10. LIMITATION OF LIABILITY

**10.1. Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES), AND THE PARTIES' CONFIDENTIALITY (SECTION 7) AND INDEMNIFICATION (SECTION 9) OBLIGATIONS.

**10.2. Exclusion of Consequential and Related Damages.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT TO BREACHES OF THE PARTIES' CONFIDENTIALITY (SECTION 7), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY.

## 11. TERM AND TERMINATION

**11.1. Term of Purchased Subscriptions.** The initial term of each Order Form shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, the term of an Order Form will automatically renew for additional periods equal to the initial term, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Subscription Term. The per-unit pricing during any renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least thirty (30) days before the end of that prior term, in which case the pricing increase will be effective thirty (30) days thereafter.

**11.2. Termination.** In addition to the Party's other termination rights and remedies specified in this Agreement: a) Either Party may immediately terminate this Agreement at any time by providing notice in writing to the other Party of termination where the other Party has committed a material breach of its obligations under this Agreement and such other Party fails to cure such material breach within thirty (30) business days of receiving notice of such material breach from the non-defaulting Party and a demand for cure; b) Either Party may terminate this Agreement, upon written notice and without judicial or administrative resolution, if the other Party becomes judicially declared insolvent or enters into bankruptcy, suspension of payments, moratorium, reorganization or any other proceeding that relates to insolvency or

protection of creditors' rights; c) In the event Your use of the Services or any portion thereof is held at law to constitute a violation of applicable Laws, Rebellion, at its sole discretion, can terminate this Agreement; and d) Rebellion may suspend or terminate the Agreement immediately in the event of any wrongful or unauthorized access to or use of the Hosted Services or the Third Party Services by Customer or other third party. Termination of this Agreement shall not prejudice or affect any right of action or remedy that has accrued or will accrue to any Party hereto due to a Party's acts or omissions prior to the effective date of such termination. The termination rights in this Section 11 shall be in addition and without prejudice to any other rights and remedies available to a party hereunder, at law or in equity.

**11.3. Effect of Termination.** Upon termination of the Agreement, access to and use of the Hosted Services shall be terminated. Termination of the Agreement (i) shall not relieve any party from any liability that may have arisen prior to such termination, nor shall such relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under the Agreement, and any unpaid fees related to the initial term or any renewal term, and (ii) shall not limit either party from pursuing other remedies available to it, including injunctive relief. Upon any termination of the Agreement, Rebellion shall have the right to maintain a copy of all Customer Data in accordance with, and for the period of time it determines is required or permitted by, applicable law.

**11.4. Your Data Portability and Deletion.** Before expiration or termination of the applicable Subscription Term, Rebellion recommends that Customer ensures it places a copy of its User Data in a place that can be accessed without the Rebellion Service. The Rebellion Service includes Your ability to download such data during the applicable Subscription Term. In addition, upon request by You made within thirty (30) days after the effective date of termination or expiration of the applicable Subscription Term, We will make Your Data available to You for export or download in a format chosen by Rebellion in its sole discretion. After that thirty (30)-day period, We will have no obligation to maintain or provide Your Data, and may thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

**11.5. Surviving Provisions.** Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect. The rights and obligations of the parties hereto set forth in The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," Representations, Warranties, Exclusive Remedies And Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Your Data Portability and Deletion," and "General Provisions" inclusive, of this Agreement, and any other provisions hereof that by their nature are intended to survive, shall survive the expiration or termination of this Agreement for any reason whatsoever.

## **12. GENERAL PROVISIONS**

**12.1. Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

12.2. **Assignment.** Rebellion, without notice or consent, may assign this Agreement or any rights or obligations under the Agreement to a third party, provided that such person or entity agrees to be bound by the terms of this Agreement. Customer may not assign the Agreement or any rights or obligations hereunder without the prior written consent of Rebellion, which consent shall not be unreasonably withheld or delayed. Rebellion may use subcontractors to perform Services under this Agreement; provided, however, that such subcontracting shall not relieve Rebellion from responsibility for performance of its duties hereunder. Rebellion shall be responsible for all acts and omissions of its subcontractors hereunder and for the performance of all of its obligations under this Agreement irrespective of any subcontracting by Rebellion hereunder.

12.3. **Third-Party Beneficiaries.** No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such third party shall have any right or cause of action hereunder.

12.4. **Waiver.** No delay or omission by either party to exercise any right or power will impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any of the covenants, conditions, or contracts to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or contract herein contained. No change, waiver, or discharge hereof shall be valid unless in writing (or email) and signed (or sent) by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

12.5. **Controlling law and severability.** This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by the laws of the State of Nevada, U.S.A, without reference to conflict-of-laws principles and excluding the UN Convention on Contracts for the International Sale of Goods. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement in any other jurisdiction.

12.6. **Notice.** Any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given to a party pursuant to this Agreement shall be in writing and shall be deemed given on the earliest of (a) actual receipt, irrespective of the method of delivery, (b) on the delivery day following dispatch if sent by express mail (or similar next day air courier service), or (c) on the sixth (6th) day after mailing by registered or certified United States mail, return receipt requested, postage prepaid and in the case of notices provided to Rebellion, if addressed to: Rebellion Training, Attn: Legal Department, 5475 Reno Corporate Dr #500, Reno, NV 89511.

if addressed to Client: \_\_\_\_\_  
\_\_\_\_\_

**12.7. Complete Agreement; Governing Language.** This Agreement constitutes the entire agreement between the parties with respect to the use of the Services licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter, with the exception of any additional terms and conditions you are required to accept if you choose to use a Service, which will govern your use of that Service and any content you purchase through that Service. No amendment to or modification of this Agreement will be binding unless in writing and signed by the parties. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.

**12.8. Force Majeure.** Notwithstanding anything to the contrary: if and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed directly or indirectly by fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes/labor difficulties, electronic virus, electronic attack or infiltration, internet or wireless access disturbance, or any other cause beyond the reasonable control of such party (each, a "**Force Majeure Event**"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section 12.9, such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall notify the other party as soon as reasonably possible of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event and plan for resuming its performance. If any Force Majeure Event continues for a period in excess of ninety days, the other party shall have the right to terminate this Agreement effective upon notice. In the event of any such delay or failure, the affected party shall send written notice of the delay or failure and the reason thereof to the other party within fourteen (14) calendar days from the time the affected party knew or should have known of the Force Majeure in question.

**12.9. Trademarks and Publicity.** Except for linking to Rebellion web sites, Customer may not use any Rebellion logo or trademark, whether or not such mark(s) are registered, without prior written approval from Rebellion. This includes use on printed materials of any kind as well as electronic mediums such as internet web pages or email. Furthermore, the use of the Rebellion name (or any derivative thereof) in Customer's URL, Business Name, or the names of any add-on products or services Customer may be offering independent of Rebellion is strictly prohibited. Additionally, using the Rebellion name in paid targeted keyword advertising campaigns on search engines is also prohibited. Customer shall not use Rebellion's name, nor any adaptation or variation thereof, in any advertising, promotion or sales literature without Rebellion's prior written consent in each instance.

\_\_\_\_\_:

By (Signature): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

REBELLION TRAINING, LLC

By (Signature): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Version - September 19, 2019