



IGEL ACADEMY SERVICE END USER LICENSE AGREEMENT

PLEASE READ THIS IGEL ACADEMY SERVICE TERMS OF USE END USER LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING IGEL ACADEMY SERVICE. BY CLICKING “ACCEPT” (OR OTHERWISE ASSENTING TO THE TERMS OF THIS AGREEMENT) OR ACCESSING, INSTALLING, OR OTHERWISE USING THE IGEL ACADEMY SERVICE, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER AND END USER IS BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND END USER AND BIND CUSTOMER AND END USER TO ITS TERMS. IF CUSTOMER AND END USER DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, IGEL DOES NOT LICENSE THE IGEL ACADEMY SERVICE TO CUSTOMER OR END USER, AND CUSTOMER OR END USER SHALL NOT ACCESS, INSTALL OR USE THE IGEL ACADEMY SERVICE.

1. This IGEL Academy Service End User License Agreement (“**Agreement**”) is between IGEL Technology Corporation, located at 594 Howard Street, Suite 200, San Francisco, California 94105 (“**IGEL**”) and the customer (individual or entity) that has procured the licensed IGEL Academy Service (as defined below) for use as an end user (“**Customer**”). This Agreement applies solely to licenses to the IGEL Academy Service granted by IGEL Technology Corporation as licensor. Purchases of licenses to IGEL Academy Service from licensors other than IGEL Technology Corporation are subject to a separate agreement (available on www.igel.com). Customer acknowledges and agrees that, as between Customer and IGEL, IGEL and its licensors (including but not limited to IGEL Technology GmbH) are the sole owners of all right, title and interest in and to the IGEL Academy Service and all Intellectual Property Rights (as defined below) adherent or in connection with the IGEL Academy Service are and shall remain the sole property of IGEL. All rights not expressly granted to Customer are retained by IGEL and its licensors. “**IGEL Academy Service**” means the learning management and training services and IGEL Academy Content (defined below) as described on <https://www.igel.com/learn-and-connect/igel-education/>, including the limited-access, free of charge version (“**IGEL Academy**”) and the full-access, subscription fee-based version (“**IGEL Academy Premium**”), to be provided by IGEL to Customer under this Agreement. “**IGEL Academy Content**” means all the content in the IGEL Academy Service including but not limited to text, graphics, logos, images, video clips, audio clips, digital downloads, data compilation and software. Access to the full version of the IGEL Academy Service requires the purchase of an IGEL Academy Premium License as further described in Sections 2 and 3 below. “**Documentation**” means, collectively, the official, published IGEL Academy Service program guide, operation instructions, and release notes for the IGEL Academy Service, in electronic or written form, that IGEL has provided or otherwise made available to Customer. “**Intellectual Property Rights**” means all past, present, and future rights of the following types, which may exist or be created under the laws and acts of any jurisdiction in the world: (a) rights associated with utility models and designs, works of authorship, including copyrights, moral rights, and mask work rights; (b) registered and unregistered trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent, industrial property rights, and certain technical and non-



technical know-how; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, continuations, combinations, divisions, and reissues of, and applications for, any of the rights referred to in parts (a) through (e) of this sentence. **“End User”** means any individual employee or contractor of Customer authorized by Customer to have an IGEL Academy unique login account for the purpose of accessing and using the IGEL Academy Service.

2. Obtaining Access to IGEL Academy Services.
 - 2.1. IGEL Academy (Free). An individual may use the free of charge IGEL Academy by visiting the IGEL Academy portal online, setting up a unique user login account, accepting the terms of this Agreement, and accessing the IGEL Academy (**“Free User”**), under the terms of this Agreement and the IGEL Academy License grant by IGEL (defined in Section 3.1 below).
 - 2.2. IGEL Academy Premium (Subscription Fee). Customer obtains access to IGEL Academy Premium by purchasing an IGEL Academy Premium License (defined in Section 3.2 below) through a Reseller under a purchase order or other order document between Customer and the Reseller where a corresponding order from an IGEL authorized distributor who is distributing to the Reseller has been accepted by IGEL (such distributor order, an **“Order Form”**). Customer agrees to pay the amounts set forth in the relevant purchase order or other order form between Customer and the applicable Reseller. Fees for License for IGEL Academy Premium shall be invoiced as agreed between Customer and the Reseller. Notwithstanding the foregoing, Customer understands and agrees that fees for Licenses to IGEL Academy Premium shall be paid in advance of the relevant term covered. Customer acknowledges that the Reseller and IGEL are independent of each other and that the Reseller does not have any authority to bind IGEL in any way, make any modifications to this Agreement or to make any warranties or representations on IGEL’s behalf and that IGEL has no liability whatsoever for any acts or omissions of any Reseller.
3. License. **“License”** means collectively the IGEL Academy License and IGEL Academy Premium License as defined below.
 - 3.1. IGEL Academy License. Subject to and conditioned upon Customer’s compliance with the restrictions and other terms and conditions of this Agreement, IGEL hereby grants to Customer a limited, non-exclusive, non-transferable and non-sublicensable license to access IGEL Academy to display and use the free of charge IGEL Academy Content solely for Customer’s internal business use for training purposes (**“IGEL Academy License”**).
 - 3.2. IGEL Academy Premium License. Subject to and conditioned upon Customer’s compliance with the restrictions and other terms and conditions of this Agreement and full payment of the applicable License fees, IGEL hereby grants to Customer a limited, non-exclusive, non-transferable and non-sublicensable license to permit its authorized End User to access IGEL Academy Premium to display and use the premium IGEL Academy Content solely for Customer’s internal business use for training purposes (**“IGEL Academy Premium License”**). Each IGEL Academy Premium License grant is time-limited to the individually purchased duration specified on the Order Form (**“License Term”**) and limited to the use and access of IGEL Academy Premium for an individual End User assigned by Customer as further described in Section 5.2 below. A License Term can be purchased in annual increments (e.g, 1-year term, 2-year term, etc.). The License Term shall commence on the date of invoice by Reseller. There are no partial or full refunds for any unused



portions of a License Term.

4. License Restrictions. This License does not grant the Customer the right to resell any IGEL products, IGEL Academy Service or IGEL Academy Content. In addition, this License does not permit the commercial use of the IGEL Academy Service, any derivative use of this IGEL Academy Service or IGEL Academy Content, any downloading or copying of account information for the benefit of a third party, or any use of data mining, robots, or similar data gathering and extraction tools. The IGEL Academy Service and IGEL Academy Content may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of IGEL. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of IGEL without IGEL's express written consent. You may not use any meta tags or any other "hidden text" utilizing IGEL's business name or trademarks without IGEL's express written consent. Any unauthorized use terminates the permission or license granted to Customer under this Agreement. Except as set forth above, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right under any trade secret, patent, trademark, copyright or other intellectual property right of IGEL or any third party. All licenses not expressly granted by IGEL are reserved.

5. Using the IGEL Academy Service.
 - 5.1. IGEL Academy Access. An individual may use the free of charge IGEL Academy by visiting the IGEL Academy portal, setting up a unique user login account and accessing the IGEL Academy Content ("**Free User**"), subject to the terms of this Agreement, including but not limited to Section 4 (License Restrictions).
 - 5.2. IGEL Academy Premium Access. Full access to the IGEL Academy Service and all IGEL Academy Content requires purchase of an IGEL Academy Premium License. When a Customer purchases a IGEL Academy Premium License, Customer must assign an End User to that license subscription and must provide IGEL with the name and email address of the intended End User. If the intended End User is already a Free User, IGEL will upgrade the Free User account to an End User account. If the intended End User is not a Free User, then IGEL will assign a unique user login account for IGEL Academy Premium to the End User. A single IGEL Academy Premium License is only valid for its single assigned End User. Only the assigned End User may use the designated login credential to access and use IGEL Academy Premium. Customer may not knowingly permit more than one individual to access, use or share a single End User login account to access or use IGEL Academy Premium. End User may not share or transfer access to their assigned End User login account to any other person or display IGEL Academy Premium or any IGEL Academy Content in a group setting. Customer cannot transfer assignment of an IGEL Academy Premium License from the original End User to another individual, and when the End User's relationship with the Customer ends, the License Term automatically expires.

6. Third Party Software. Customer acknowledges and agrees that the IGEL Academy Service may be provided with certain open source software, as well as any other software products of third parties that are provided together with or in relation to IGEL Academy Service (collectively, "**Third Party Software**"), as referenced in the IGEL Academy Service itself, the Documentation, or on



IGEL's website, for use in combination with the IGEL Academy Service. This Agreement shall not apply to Third Party Software, and the terms of the license documentation regarding Third Party Software shall govern Customer's access to and use of the applicable Third Party Software. Such Third Party Software is distributed to Customer solely under the terms set forth in the relevant Third Party Software license agreements (which are referenced in the IGEL Academy Service itself, the Documentation, or on IGEL's website at <https://www.igel.com/terms-conditions/>), and Customer acknowledges and agrees that this Agreement in no way supplements or detracts from any term or condition therein. ALL THIRD PARTY SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. If and to the extent required by the applicable Third Party Software license, IGEL will make available the required source code for the Third Party Software in response to Customer's request.

7. Termination. Customer may terminate this Agreement without refund at any time by ceasing to access and use the IGEL Academy Service, destroying all copies of the Documentation, and providing written notice to IGEL. IGEL may terminate this Agreement, effective upon written notice to Customer, in the event that Customer materially breaches this Agreement and (if such breach is capable of cure) the Customer fails to cure such breach within 30 days from IGEL's written notice thereof. Upon any expiration or termination of this Agreement, the licenses granted herein will automatically terminate and Customer must immediately remove and destroy all copies of the Documentation, including all back-up copies and cease accessing the IGEL Academy Service. Any obligations to pay license fees incurred prior to termination shall survive termination.
8. Intentionally Omitted.
9. Confidentiality. Each party shall keep confidential, and not disclose to any third party (except each party's respective Affiliates, employees and consultants who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained herein) any Confidential Information which may be provided in connection with this Agreement. "**Confidential Information**" means any non-public information disclosed by one party to the other party, either directly or indirectly, whether communicated in writing, orally or by inspection of tangible objects (including, without limitation, pricing, trade secrets, product plans, products, services, customers, software including the IGEL Academy Service (both object and source code), IGEL Academy Content, Documentation, designs, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving party to be confidential. Confidential Information will include this Agreement, any and all non-public information relating to the IGEL Academy Service, IGEL Academy Content, and any associated training, Documentation, and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a



party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing party; (b) becomes publicly known after disclosure by the disclosing party to the receiving party through no fault of the receiving party; (c) is already in the possession of the receiving party at the time of disclosure by the disclosing party (as shown by the receiving party's files and records) prior to the time of disclosure; (d) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information (as shown by documents and other competent evidence in the receiving party's possession). In the event Confidential Information is required by law or lawful order to be disclosed by the receiving party, the receiving party will first promptly give the disclosing party written notice of such requirement prior to any disclosure so that the disclosing party may have sufficient time to seek a protective order or other appropriate relief, and disclose only that portion of Confidential Information that the receiving party is legally required to disclose.

10. LIMITED SOFTWARE WARRANTY FOR IGEL ACADEMY PREMIUM. This Section 10 shall only apply to Customers with valid IGEL Academy Premium License(s) and not to IGEL Academy License holders. IGEL warrants that the IGEL Academy Service will not contain defects that cause the IGEL Academy Service to fail to substantially conform to the applicable Documentation for ninety (90) days following the date of invoice by Reseller for the IGEL Academy Premium License(s) ("Warranty Period"). This Limited Warranty does not apply if the IGEL Academy Service: (i) has been altered, except by IGEL or its authorized representative, (ii) has not been installed, operated, repaired or maintained in accordance with instructions supplied by IGEL or its authorized representative, (iii) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Reseller does not receive payment of a purchase price or license fee; (iv) has not been provided by a Reseller; (v) is not covered by an active IGEL Agreement. This Limited Warranty is only available to the original end user customer ("Customer") authorized by the Agreement.
- 10.1. Exclusive Remedy. IGEL shall use commercially reasonable efforts to repair or replace the non-conforming IGEL Academy Service. This remedy is conditioned on the following: (i) Customer reports the non-conformance in writing to IGEL during the Warranty Period, (ii) Customer promptly provides any additional information reasonably requested by IGEL, (iii) IGEL is able to reproduce and validate the non-conformance, and (iv) Customer complies with this Limited Warranty. Customer acknowledges and agrees that this is the exclusive remedy and IGEL's sole liability under the Limited Warranty and a warranty claim may be performed and/or resolved by IGEL, IGEL's Affiliates or other third parties from within or outside of the United States.
- 10.2. Limitations and Exclusions of Liability. In no event will IGEL, its suppliers, Affiliates or their Resellers be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the IGEL Academy Service or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; (c) loss of revenue, profits, goodwill or anticipated sales or savings; (d) loss of use, and (e) costs of procurement of substitute goods. All liability of IGEL, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Customer, whether based in warranty, contract, tort (including negligence), or



otherwise, shall not exceed the license fees paid by Customer to any Reseller for the IGEL Academy Service in the preceding twelve (12) months that gave rise to the claim. This limitation of liability for the IGEL Academy Service is cumulative and not per incident. Nothing in this Limited Warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

- 10.3. Disclaimer. Except as expressly set forth above, IGEL and its licensors/Reseller provide the IGEL Academy Service “as is” and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, quality, accuracy, title, and non-infringement. IGEL does not warrant that the IGEL Academy Service will operate uninterrupted or error-free or that all errors will be corrected. In addition, IGEL does not warrant that the IGEL Academy Service or any equipment, system or network on which the IGEL Academy Service is developed or used will be free of viruses, vulnerability to intrusion or attack. This Limited Warranty does not apply to any Third-Party Software. This Limited Warranty supersedes any prior agreements or representations made in IGEL’s and its Affiliate’s sales literature or advice given by IGEL or its Affiliates, any IGEL channel partner, Reseller, or an agent or employee thereof – that may have been made in connection with the purchase of a license to the IGEL Academy Service. No change to this Limited Warranty is valid unless made in writing and signed by an authorized representative of IGEL.

11. LIMITATION OF LIABILITY

- 11.1. IGEL ACADEMY. WITH RESPECT TO IGEL ACADEMY LICENSES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT NEITHER PARTY, ITS RESPECTIVE AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS OR DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF USE, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, LOSS OF GOODWILL, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM USE OF THE IGEL ACADEMY SERVICE AND IGEL ACADEMY CONTENT INCLUDING UPDATES, DOCUMENTATION, AND THIRD-PARTY SOFTWARE, OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT SHALL THE LIABILITY OF IGEL, ITS RESPECTIVE AFFILIATES, OR ITS LICENSORS, RESELLERS, OR DISTRIBUTORS EXCEED FIFTY DOLLARS (USD \$50.00). THIS LIMITATION WILL APPLY EVEN IF A PARTY, ITS AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS OR DISTRIBUTORS, AS APPLICABLE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 11.2. IGEL ACADEMY PREMIUM. WITH RESPECT TO IGEL ACADEMY PREMIUM LICENSES AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT, EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY, ITS RESPECTIVE AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS OR DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF USE, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, LOSS OF GOODWILL, LOSS OF DATA, COSTS OF PROCUREMENT OF



SUBSTITUTE GOODS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM USE OF THE IGEL ACADEMY SERVICE AND IGEL ACADEMY CONTENT INCLUDING UPDATES, DOCUMENTATION, AND THIRD-PARTY SOFTWARE, OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY, ITS RESPECTIVE AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS, OR DISTRIBUTORS EXCEED THE AMOUNTS PAID TO IGEL FOR END USER'S SPECIFIC IGEL ACADEMY SERVICE OR IGEL ACADEMY CONTENT AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION WILL APPLY EVEN IF A PARTY, ITS AFFILIATES, OR ITS OR THEIR LICENSORS, RESELLERS OR DISTRIBUTORS, AS APPLICABLE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE LICENSE FEES REFLECTS THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO END USER. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.

"EXCLUDED CLAIMS" MEANS (I) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 9; (II) END USER'S PAYMENT OBLIGATIONS FOR THE IGEL ACADEMY PLATFORM; AND (III) END USER'S MISUSE, VIOLATION, OR MISAPPROPRIATION OF IGEL'S INTELLECTUAL PROPERTY.

12. Applicable Laws. Customer agrees to abide by and act in accordance with all laws, regulations and rules ("**Applicable Laws**") applicable to Customer's access to and use of the IGEL Academy Service and to Customer's conduct in connection with this Agreement, in particular relating to applicable privacy and data protection laws and anti-corruption laws in force at any time during the term of this Agreement.
13. Restrictions. Except as permitted by law or as expressly authorized by IGEL in writing, Customer will not (and will not permit any Affiliate, Operator, or third-party including Outsourcers to):
 - (i) Remove, obscure, or modify any copyright or patent notices, trademarks, trade names, service marks, logos, restricted rights legends, or proprietary or confidential notices from any part of the IGEL Academy Service or Documentation;
 - (ii) attempt to ascertain the source code of the IGEL Academy Service or any of its components by any means, decompile, deconstruct, copy or to duplicate, reverse engineer, disassemble or decode the IGEL Academy Service or any copy, adaptation, component, transcription or merged portion of them, or attempt to do any of the foregoing;
 - (iii) use, offer, transfer, or distribute the IGEL Academy Service or IGEL Academy Content in competition with IGEL including on a time-sharing or service bureau basis;



- (iv) modify, adapt, translate or create derivative works based on the IGEL Academy Service or IGEL Academy Content, or in any way cause the IGEL Academy Service to be subject to any open source obligations;
- (v) transfer the IGEL Academy Service or IGEL Academy Content.
- (vi) create, disclose, distribute, sublicense, license or otherwise transfer any implementation of IGEL's application programming interfaces (APIs) except to support Customer's authorized use of the IGEL Academy Service within Customer's internal organization;
- (vii) use any software, device or other means designed to circumvent or remove any form of License or copy protection used by IGEL in connection with the IGEL Academy Service, or use the IGEL Academy Service together with any License or other copy protection device not supplied by IGEL or through a Reseller; or
- (viii) assign, sell, resell, rent, lease, distribute, sub-license or otherwise transfer or convey the IGEL Academy Service, IGEL Academy Content, any of its components or adaptations, or any Documentation relating to the foregoing.

14. General.

- 14.1. Privacy Policy. Customer's use of the IGEL Academy Service is subject to IGEL's then-current Privacy Policy, available at: <https://www.igel.com/terms-conditions/>.
- 14.2. U.S. Government Customers. Each of the components that constitute the IGEL Academy Service is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the IGEL Academy Service access with only those rights set forth herein. If IGEL Academy Service access is acquired for or on behalf of the U.S. Government or any of its agencies, then it is recognized and agreed that the IGEL Academy Service was: (i) developed at private expense; (ii) not required to be originated or developed under a U.S. Government contract; and (iii) not generated as a necessary part of performing a U.S. Government contract.
- 14.3. Assignment. Except as expressly permitted herein, Customer may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. Any attempted assignment in violation of the foregoing shall be void and of no effect.
- 14.4. Export Restriction. Customer will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any IGEL Academy Service or IGEL Academy Content in breach of any applicable export and import control laws and regulations, including, but not limited to, regulations of the United States Bureau of Industry and Security, the United Kingdom Department for Business, Innovation & Skills, Canada, the European Union, and other applicable countries and agencies.
- 14.5. Severance. If any provision of this Agreement is held to be unenforceable, void or invalid under Applicable Law, such provision shall be deemed omitted and the remaining provisions will remain in full force.



- 14.6. Entire Agreement. Subject to Section 6, this Agreement, together with all other documents that are incorporated by reference herein, represent the complete and exclusive statement between IGEL and Customer with respect to the IGEL Academy Service and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject matter contained herein. Any printed or other terms and conditions on an Order Form or purchase order or similar order document or agreement between Customer and a Reseller conflicting with, or purporting to add to, the terms and conditions of this Agreement will be of no force or effect.
- 14.7. No Waiver. No failure or delay to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other rights or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.8. Force Majeure. Neither party will incur any liability to the other party for any loss or damage resulting from any delay or failure to perform any part of the Agreement (except for a failure to pay fees) if such failure or delay is caused by circumstances beyond the parties' reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake and acts of God; however, inability to meet financial obligations is expressly excluded. IGEL shall not be liable for any failure or delay in performing its obligations on account of Customer's failure to perform its obligations under this Agreement.
- 14.9. Third Party Rights. IGEL's Affiliates may be third party beneficiaries of this Agreement. Subject to the forgoing, a person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 14.10. Variation. Any variation to the Agreement shall only be binding when agreed in writing and signed by both parties.
- 14.11. Survival. Sections 1, 8, 9, 10, 11, 13 and 14, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.
- 14.12. This Agreement and all claims and actions of Customer relating to IGEL Academy Service and IGEL Academy Content are governed by the laws of the State of California, without giving effect to any choice of law provisions or rules that would cause the application of the laws of a different jurisdiction. For all disputes regarding this Agreement and the IGEL Academy Service, the parties submit to the non-exclusive jurisdiction of the federal and state courts located in San Francisco County, California. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

San Francisco, July 2021
IGEL Technology Corp.