

iHRSource- iHRTrain, LLC.
ONLINE END USER LICENSE AGREEMENT

PLEASE READ THIS ONLINE END USER LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING ANY OF THE ONLINE TRAINING SERVICES OFFERED BY IHRSOURCE-IHRTRAIN, LLC. (“IHRTRAIN”) DESCRIBED BELOW. BY USING THE SERVICES YOU ACKNOWLEDGE THAT YOU READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND POLICY, YOU MUST PROMPTLY EXIT THIS PAGE WITHOUT ACCESSING OR USING ANY OF THE SERVICES.

- 1. Online Training Services.** Subject to the terms of this Agreement, IHRTRAIN hereby grants to you a limited, non-transferable, royalty-free, and non-exclusive license to use the online training software (“Software”) and content (hereinafter the Software and content shall be referred to as the “Services”) during the Term of this Agreement. Your use of the Services shall be strictly in accordance with this Agreement and our Terms of Use. You are responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Services. Nothing in this Agreement grants or transfers to you or to any third party any ownership rights in the Services, including the software and other intellectual property rights related to the Services. Except as specifically set forth in this Agreement, IHRTRAIN owns and retains all right, title, and interest in the Services and any and all related materials.
- 2. Payment.** For access to and use of the Services, you agree to pay the amounts set forth in IHRTRAIN’s Fee Schedule for the number of users and/or site for which you are purchasing a license. You hereby acknowledge and agree that the subscription fee is payable in advance for each license purchased upon acceptance of this Agreement and will be charged whether you use the Services or not. You are responsible for any taxes, including personal property taxes or sales taxes, resulting from your use of the Services. Payments not paid when due shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. You agree to pay all attorneys’ and collection fees arising from efforts to collect any past due amounts from you.
- 3. Restrictions On Use.** All pages within this Website and any material made available for download (collectively the Website”) are the property of Total Training Inc. and/or its affiliates. The Website is protected by federal and international copyright and trademark laws and no portion of the materials on these pages may be reprinted, republished, modified, or distributed in any form without the express prior written permission of IHRTRAIN. Access to the Website is for your own personal use and may not be shared with any third party. You shall keep intact any proprietary notices, including copyright notices, contained on any downloaded materials and shall comply with any applicable End User License Agreements. Any rights not expressly granted by these Terms and Conditions or any applicable End User License Agreements are reserved by IHRTRAIN.
- 4. Website Availability.** IHRTRAIN’s Website will be accessible to you via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Services due to causes beyond the control of IHRTRAIN or which are not reasonably foreseeable by IHRTRAIN, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.
- 5. Modifications and Changes to Services and/or Website.** The software, content, availability and access and all other features, attributes or aspects of the Services and Website are subject to change, modification, additions or deletions at any time without notice in IHRTRAIN’s sole discretion.

6. **Links or Pointers to Other Sites.** IHRTRAIN makes no representations whatsoever about any other website that you may access through this Website. When you access a non-IHRTRAIN Website, you understand that it is independent from IHRTRAIN and IHRTRAIN has no control over the content on that website. In addition, a hyperlink to a non-IHRTRAIN website does not mean that IHRTRAIN endorses or accepts any responsibility for the IHRSource-iHRTrain, LLC. Online End User License Agreement content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature.
7. **Your Responsibilities.** You agree to comply with our Terms of Use and all applicable laws and regulations, including, but not limited to, those related to pornography, obscenity, copyright, trademark, other intellectual property rights, data privacy, international communications, import and export regulations and tax laws and regulations. You agree to notify IHRTRAIN promptly if you suspect unauthorized use of your account. Until you notify IHRTRAIN, you remain solely responsible for such unauthorized use and any damages that may result therefrom. You further agree to notify IHRTRAIN immediately in the event you become subject to any lawful order or process that would prohibit or limit your use of the Service. As a condition of your use of this Website, you warrant to IHRTRAIN that you will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions.
8. **Prohibited Activities.** You may not modify, reverse engineer, or decompile the Software or Services or create derivative works based on the Software or Services. You may not distribute, rent, lease, sell, license, or otherwise transfer rights in the Services to any other person or entity or make any other commercial use of the Services. Except for downloading of project files, which is authorized, you may not save the Software to your computer or any other storage medium. You may not violate any security or corrupt the Website in any way.
9. **Disclaimer of Warranties.** THE SERVICES ARE PROVIDED AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. IHRTRAIN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT TO THE FULL EXTENT PERMITTED BY LAW. IHRTRAIN DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. IHRTRAIN DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY IHRTRAIN OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. YOU ARE ENTIRELY RESPONSIBLE FOR AND ASSUME ALL RISK FOR USE OF THE SERVICES. IHRTRAIN IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER TELECOMMUNICATION LINES.

10. **Limitation of Liability.** IN NO EVENT SHALL IHRTRAIN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATED IN ANY WAY WITH TO THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF IHRTRAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF IHRTRAIN TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO IHRTRAIN IN THE THREE MONTHS PRIOR TO THE EVENT CAUSING LIABILITY.
11. **Exclusive Remedy.** Your sole right and exclusive remedy for breach of this Agreement by IHRTRAIN if you are dissatisfied for any reason with the Services is to terminate this Agreement as provided in this Agreement.
12. **Term and Termination.** The term of this Agreement shall commence: (i) For single seat direct IHRSource-iHRTrain, LLC. Online End User License Agreement purchases via web or phone the term begins at time of purchase; (ii) For subscriptions purchased via activation code, including, via promotion, resellers or multi-seat purchases, the term begins upon activation of the first activation or 30 days from the date of purchase, whichever occurs first. Annual subscriptions shall continue for a period of twelve (12) months ("Term"), unless earlier terminated as provided in this Agreement. After completion of the twelve (12) months ("Term") this Agreement shall automatically terminate. Renewals extend subscriptions from the anniversary date for a full term regardless of whether the renewal is purchased prior to the anniversary date or during any applicable grace period following the anniversary date. You may terminate this Agreement upon IHRTRAIN's failure to cure an ongoing, material breach of this Agreement within thirty (30) days after giving IHRTRAIN written notice of such material breach. IHRTRAIN may at any time and without advance notice modify or restrict your use of the Services, or terminate this Agreement if IHRTRAIN determines, in its sole discretion, that your use of the Services: (i) violates IHRTRAIN's Terms of Use; (ii) violates any laws, regulations, court orders, or other governmental request or order which requires immediate action; (iii) violates any intellectual property rights of IHRTRAIN or a third party; (iv) violates any export or import regulations; (v) is disruptive or causes a malfunction of the Services; (vi) may expose IHRTRAIN to potential legal liability; or (vii) if you fail to timely pay any amounts required under this Agreement.
13. **Rights and Duties Upon Termination.** Upon termination of this Agreement, all rights to the Services terminate immediately and you must remove any IHRTRAIN software or content from your computer immediately. You remain liable for the full charge(s) for all unexpired Term(s). If this Agreement is terminated for any reason, other than automatic termination after completion of the twelve (12) months ("Term"), you agree not to re-register for or otherwise access the Services without IHRTRAIN's prior written approval. IHRTRAIN may delete any data files associated with your use of the Services upon termination of this Agreement.
14. **Choice of Law, Venue and Jurisdiction.** This Agreement are entered into in the State of Arizona and shall be governed by and construed in accordance with the laws of the State of Arizona, exclusive of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction and venue of the state and federal courts iHRTrain in the County of Maricopa in the State of Arizona, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the terms and conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary, so that the remaining terms and conditions shall otherwise remain in full force and effect.

15. **General Terms.** Your rights and obligations under this Agreement may not be assigned or transferred without the written permission of IHRTRAIN and any assignment or transfer in violation of this provision shall be null and void. If any provision of this Agreement is determined to be invalid, all other provisions will remain in force. Notice or other communication between you, and IHRTRAIN may be given by conventional first-class mail or by email. Notices sent by first-class mail are effective on the fifth day after mailing. Notices sent by email are effective the next business day after they are sent. YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF THE USE POLICY, YOU MAY CHOOSE NOT TO BECOME A USER OF THE SERVICES.