

iSpring Online Course Agreement

This iSpring Online Course Agreement (the “Agreement”) is a legal agreement made and entered by You (either an individual or a legal entity) (hereinafter “Customer”, “You” or “Your”), and iSpring (the “Company”, “We”, “Our” “Us”), and collectively with You the “Parties” and each, a “Party”) effective as of the day You have obtained an access to the Online Course (the “Effective Date”).

Please read the terms of this Agreement carefully, and contact Us if You have any questions, requests for information, or complaints. By clicking “Checkout” You agree to be bound by the terms of this Agreement, including the policies, terms and conditions and agreements referenced in this Agreement.

You are subject to the terms and conditions of this Agreement whether You access or obtain the Online Course directly from the Company or the Company’s authorized reseller or through any other source.

By Using the Online Course, You agree to be bound by the terms and conditions of this Agreement. If You do not agree to the terms and conditions of this Agreement, the Company is unwilling to give access to the Online Course to You. In such event, You may not Use the Online Course in any way.

1. Definitions

“iSpring” means:

1. iSpring Nordics, Ltd., a Finnish company, with its principal place of business at Eikantie 11, 90800 Oulu, Finland, if Customer is located in the European Economic Area and their member states, Switzerland, or the United Kingdom;
2. iSpring Solutions, Inc., a company incorporated according to the laws of the Commonwealth of Virginia, USA, with its principal place of business at 1800 Diagonal Road, Suite 600, Alexandria VA, 22314, USA, if Customer is located in the United States of America or Canada and in other countries not services by iSpring Nordics, Ltd.

“**Client Devices**” means computers, workstations, personal digital assistants, hand-held devices, or other electronic devices from which the Online Course can be accessed, viewed and Used by You;

“**Company’s LMS**” means the at all times current version of the learning management system (LMS), software programs contained on or available through the LMS, and other services related thereto provided to You by Company in accordance with iSpring Web Services Subscription Agreement available at Company’s Websites. The Company’s LMS is offered as a Software as a Service. By accessing and Using the Online Course, You agree to be bound by the terms and conditions of the iSpring Web Services Subscription Agreement;

“**Company’s Software**” means the Company’s current version of Company’s software provided to You during Your Use of the Online Course on the terms and conditions of the iSpring End User License Agreement (EULA) available at https://www.ispringsolutions.com/legal/ispring_eula. By accessing and Using the Online Course, You agree to be bound by the terms and conditions of the EULA;

“**Course Fee**” means the fee payable for an Online Course but excludes any delivery charges payable in relation to the delivery of Course Materials, if applicable, and any import duties, taxes and customs clearances which may be payable. Course Fees also may also mean the fee payable for certification, if applicable for the Online Course;

“Course Materials” means the materials provided by Company in the course of the delivery of any Online Course, which include Online Study Materials;

“Documentation” means the user documentation and associated materials or files related to the Online Course and provided in written, “online” or electronic form;

“DPA” means the Data Processing Agreement between You and Company which forms part of this Agreement or other written or electronic agreement between You and Company for the use of Company’s Online Courses;

“Online Course” means a series of online lectures or lessons about a particular subject leading to a certification or without it, consisting of Course Materials, for Use in the Company’s learning management system (LMS), provided by Company to You in accordance with the applicable Online Course Program as specified in the applicable invoicing or packaging for the Online Course;

“Client Devices” means computers, workstations, personal digital assistants, hand-held devices, or other electronic devices from which the Online Course can be accessed, viewed and Used by You;

“Online Course Program” means a formal program of study, schedule of an Online Course and associated materials or files related to the Online Course and provided in written, “online” or electronic form;

“Online Study Materials” means any material in an electronic format which may be accessed and viewed in the Company’s LMS, including, but not limited to, PDFs, MP3s, JPEGs, MPEG4s and MOVs;

“Personal Non-Commercial Use” shall mean personal non-commercial use, and not on behalf or for the benefit of any clients and excludes any commercial purposes whatsoever, which include without limitation: advertising marketing and promotional materials/services on behalf of an actual client, employer, employee or for Your own benefit, any software that are commercially distributed, whether or not for a fee, any materials or services for sale or for which fees or charges are paid or received. Additionally, the personal licensing terms may specify other terms, conditions and restrictions of Using the Online Courses;

“Rightsholder” means owner of all rights, whether exclusive or otherwise to the Online Courses;

iSpring Solutions, Inc., a company incorporated according to the laws of the Commonwealth of Virginia, USA, is the Rightsholder to the Online Courses, including Course Materials, Online Study Materials, Documentation and Online Course Program, provided to You under the terms and conditions to this Agreement;

“Website Terms of Use” means the terms and conditions pursuant to which You may access the Website and which can be found at https://www.ispringsolutions.com/legal/terms_of_use;

“Websites” means <https://www.ispringsolutions.com>, videocourse.ispringlearn.com instructionaldesign.ispringlearn.eu or any other domain operated by Company;

“Use” or “Usage” means accessing, viewing and using the Online Course for viewing Course Materials, downloading any products or uploading any Course Materials and/or or Your Content;

“You” means the individual person accessing and using the Online Course on his or her own behalf; or, if the Online Course is being downloaded or installed on behalf of an organization, such as an employer, or the organization for which the Online Course is downloaded or installed and You represent that You have authorized the person accepting this agreement to do so on Your behalf. For purposes hereof the term **“organization,”** without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organization, unincorporated organization, or governmental authority;

“Your Content” means content, materials, services or information created by You during Your Use of the Online Course.

2. Account Terms

2.1. In order to purchase any of the Online Course You need to create an account in the Company’s LMS via the Websites. If You already have an account You can log in using Your user name and password. Keep Your password somewhere safe, as You’re responsible for all activity associated with Your account. When setting up and maintaining Your account, You must provide and continue to provide accurate and complete information, including a valid email address. You have complete responsibility for Your account and everything that happens on Your account, including for any harm or damage (to us or anyone else) caused by someone using Your account without Your permission. This means You need to be careful with Your password. You may not transfer Your account to someone else or use someone else’s account;

2.2. You must be at least 18 years of age to create an account in the Company’s LMS and to purchase the Online Courses. If You are younger than 18 but above the required age for consent to Use the Online Courses at Your place of residence You may not set up an account, but we encourage You to invite a parent or guardian to open an account and help You access content that is appropriate for You. If You are below this age of consent to use the Online Courses, You may not create an account;

2.3. If You purchase multiple Online Courses each Online Course will be treated by Company as separate offer to purchase.

3. Grant of License

3.1. By purchasing any Online Course You are granted a limited, personal, non-exclusive, non-transferable, and revocable license without rights to sublicense to access, view and use the Online Course as specified in the applicable invoicing or packaging for the Online Course. You may download Online Study Materials from the Online Courses only for Your Personal, Non-commercial Use. All other uses are expressly prohibited. You may not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or otherwise transfer or use the Online Course, Course Materials and Online Course Program (the “Content”) unless You obtain Company’s written permission to otherwise use the Content;

3.2. All ownership rights in the intellectual property related to the Online Course, Course Materials, Online Study Materials and Online Course Program remains the property of the Rightsholder. Any violation of the copyright of the trademark rights of the Rightsholder shall result in immediate termination of access to the Online Course without the refund;

3.3. You agree not to Use the Online Course or the Websites to: (i) do anything that violates local, state, national or international law or breaches any of Your contractual obligations or fiduciary duties; (ii) violate Company’s intellectual property rights (iii) attempt to access any other user account; (iv) reproduce, transfer, sell, resell or otherwise misuse any Online Course unless specifically authorized by the Company to do so; (v) break or circumvent our authentication or security measures or otherwise test the vulnerability of the Company’s systems or networks; (vi) try to reverse engineer any portion of the Online Course; (vii) try to interfere with any user, host or network for example for spamming, sending the virus or mail-bombing; (viii) use any functionality of the Websites, Company’s LMS and Company’s Software for anything other than completing Online Course or pedagogical purposes; and (ix) impersonate or misrepresent Your affiliation with any person or entity.

4. Fees and Payment Terms; Taxes; Refunds

4.1. You shall pay the Course Fee for the Online Course in accordance with the fees set out in the applicable invoicing or packaging for the Online Course. The fees may be paid by You through use of an authorized credit card or, if agreed to by Company, by another method of payment.

4.2. Company undertakes to make payment of invoices, in the currency stated on the invoice, into the account stated on the invoice.

4.3. The Online Courses provided by Company are billed in advance on the payment terms specified in the applicable invoicing or packaging for the Online Course by the due date and in the currency specified in the applicable invoicing or packaging for the Online Course. Interest on overdue payments shall be payable according to applicable law. If any amount owing by You under this Agreement for the Online Course is overdue, Company may, without limiting other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the provision of the Online Course to You until such amounts are paid in full. Company will give You at least 7 days' prior notice that the payment is overdue before the provision of the Online Course.

4.4. In the event of early termination of the Agreement, You shall not be entitled to a refund of any prepaid fees.

4.5. Except as otherwise specified herein or in the invoicing terms, (i) Course Fees are based on the Online Course 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 a relevant Online Course Term.

4.6. **Taxes.** All disbursements, prices and fees payable to Company hereunder shall be paid free and clear of any deduction or withholding on account of taxes. You shall be responsible for all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future imposed by any governmental entity upon the sale, use or receipt of the Online Course, with the sole exception of Company's income taxes. You shall cover all fees and processing expenses for chargebacks, frauds, and refunds. Notwithstanding anything to the contrary herein, You shall be solely responsible for any value added taxes collections, payments and related registrations arising in any way out of or relating to this Agreement. If and when Company has the legal obligation to collect such taxes, Company will invoice You the amount of such taxes, and You will pay such amount unless You provide Company with a valid tax exemption certificate authorized by the appropriate taxing authority. You will provide the Company with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by the Company to establish that such taxes have been paid. The parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

5. Course Terms

5.1. You shall have one license to access, view and use the purchased Online Course under this Agreement during the Term of this Agreement;

5.2. You will have limited access to the Online Course purchased by You under this Agreement. However, Company reserves the right to revoke any license to access and Use any Online Course at any point at the time of the event that Company decides or being obligated to disable the access to Online Course due to legal or policy reasons;

5.3. You may not Use or access the Online Course on the Websites or create an account in Company's LMS for unlawful purposes. Your behavior when Using the Online Course shall be in compliance with applicable local and national laws depending on the country of Your residence. You acknowledge that You are sole responsible for the knowledge of and compliance with such laws and regulations that may apply to You;

5.4. You understand that Course Materials shall not be shared, copied with third parties. The Company reserve the right to terminate the access to the Online Course on its sole discretion if the Company suspects that You have shared the log-in information with the third parties;

5.5. The Online Course Program may enable You to share Your Content, including but not limited to homework, posts You make in the Company's forums. To the extent that You provide Your Content, You grant the Company fully transferable, royalty-free, perpetual, sublicense, royalty-free, non-exclusive worldwide license to copy, distribute, modify, create the derivative works based on, publicly perform, publicly display and otherwise use Your Content. Company reserves the right to remove or modify Your Content for any reason.

6. Term and Termination

6.1. You agree that the Company in its sole discretion, may terminate Your Use of the Online Course or Your participation on it, for any reason or without any reason upon notice to You. The rights granted to You by this Agreement will terminate upon any termination to Use the Online Course, the other provisions of this Agreement will survive such termination;

6.2. The term of this Agreement (the "Term") shall begin when You purchase or otherwise legally obtain access to the Online Course for the term specified in the applicable invoicing or packaging for the Online Course and until the Agreement is terminated as provided herein;

6.3. Without prejudice to any other rights, this Agreement will terminate automatically, if You fail to comply with any of the limitations or other requirements described herein;

6.4. You agree that the Company in its sole discretion, may terminate the use of the Online Course or Your participation on it, for any reason or without any reason upon notice to You;

6.4. If You no longer desire to participate in the Online Course or to use the Websites, You may terminate Your participation at any time;

6.5. Upon any termination or expiration of this Agreement, You must immediately cease Use of the Online Course and permanently destroy and/or delete all copies of the Online Course on Your Client Device;

6.6. No Rights Upon Termination. Upon termination of this Agreement, You will no longer be authorized to Use the Online Course in any way and no refunds (whole or partial) will be granted;

6.7. No Refunds for Termination of the Online Course by You. To prevent fraudulent behavior and abuse, no refunds will be granted, in whole or in part, after expiration of the Term or if You choose to terminate Your Use of the Online Course during the Term;

6.7.1. No Refunds during Special Offers. You will not receive a refund, in whole or in part, for the licenses purchased by You during Company's special offers;

6.8. The Company reserves at any time in its sole discretion to cancel, delay, reschedule or alter the format of any Online Course offered through the Websites or cease the providing any part or all of the Websites content and related services, and You agree that Company will not have any liability for such action;

6.9. Material Terms and Conditions. You specifically agree that each of the terms and conditions of this Agreement are material and that failure of You to comply with these terms and conditions shall constitute sufficient cause for Company to immediately terminate this Agreement and the rights granted under this Agreement. The presence of this Section 6.7 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party hereto.

7. Intellectual Property.

7.1. The Rightsholder and its affiliates shall retain the ownership of the Online Courses, Online Materials, Online Study Materials, Documentation, Online Course Program, contents and information on the Websites, Company's LMS and Software (the "Proprietary Materials") and it shall remain the property of the Company. You undertake not to advertise, or redistribute or otherwise broadcast such Proprietary Materials, contents, news and information upon the termination of this Agreement;

7.2. Neither the Company or its affiliates, directors, officers, employees or agents warrant that Proprietary Materials will be interrupted or error-free or give any warranty as to the results to be obtained from the Use of the Online Course or of the Websites.

8. Export Control Laws

8.1. You hereby acknowledge and agree that the Online Courses may be subject to restrictions and controls imposed by applicable laws and regulations with regards to economic sanctions; export controls, import regulations and trade embargoes (collectively "Export Control Laws"), including those of the European Union and United States (specifically, the Export Administration Act of 1979 and the Export Administration Regulations ("EAR")).

8.2. By purchasing the Online Courses You are representing and warranting that You are not a person (individual or a legal entity) targeted by Export Control Laws nor You (in case of a legal entity) are otherwise owned or controlled by or acting on behalf of any person targeted by Export Control Laws.

Further, You agree and certifies that neither the Online Courses nor any related technical information are:

1. Being or will be used for any purpose prohibited by the Export Control Laws, or
2. Downloaded, transferred, exported, or re-exported directly or indirectly in violation of Export Control Laws; or
3. Used for any purpose prohibited by Export Control Laws, including but not limited to nuclear, chemical, or biological weapons proliferation; or
4. Exported to restricted and/or embargoed destinations (including, but are not limited to, Cuba, Iran, North Korea, Sudan, and Syria), prohibited end-user(s); and/or
5. Participate in prohibited end-use and/or proliferation activities.

Company will not be liable to You for any failure to provide the Online Courses as a result of any government action that Company reasonably believes may adversely impact its obligations under this agreement, its business, or its reputation.

8.3. Your location is determined by Your physical location. Use of a virtual private network service, IP routing services, or other similar service for the purpose of circumventing Export Control Laws is strictly prohibited. You will immediately discontinue You use of the Online Course if You are targeted by Export Control Laws. Notwithstanding anything to the contrary in this Agreement,

Company may terminate any further obligations to You, effectively immediately if You are in breach of the obligations in this section;

9. Indemnification

9.1. You hereby agree to indemnify and hold harmless Company, its affiliates, officers, directors, agents, and employees, from any expense, loss, claim, damage, fine, penalty or liability, including reasonable fees for attorneys and other professionals, payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third-party, including the assessment, claim or demand by a governmental agency or entity, arising out of (i) breach of this Agreement by You and any Use of the Online Courses by You, any party related to You, or any party acting upon Your authorization in a manner that is not expressly authorized by this Agreement, (ii) Your violation of any law or rights of any third party; or (iii) Your Content, including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights, provided that You have been notified promptly in writing of such claim, and given authority, information, and assistance to handle the claim or the defense of any suit, proceeding or settlement and that Licensor has not compromised or settled the claim, suit or proceeding without Your prior written consent.

10. DISCLAIMERS

10.1. LIMITED WARRANTY. Company represents and warrants that (i) it will provide the Online Courses in a manner consistent with general industry standards reasonably applicable to the provision thereof (ii) it has all rights, licenses, consents and authorizations necessary to grant the rights and licenses granted in this Agreement; (iii) the Online Courses delivered under this Agreement will operate substantially in conformity with its Documentation under normal use and circumstances; (iv) the Documentation accurately and completely reflects all material features and functions of the Online Courses; (v) it shall comply with all applicable federal, state and local laws, rules, and regulations when performing its obligations under this Agreement; and (v) to Company's knowledge, the Online Courses do not contain, and will not transmit to You or Your systems, any viruses, Trojan horses, timebombs, or any other code, programs or mechanisms that disrupt, modify, delete, harm, or otherwise impede the operation of computer systems.

10.2. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE ONLINE COURSES, INCLUDING COURSE MATERIALS AND ONLINE STUDY MATERIALS ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND THE COMPANY MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE ONLINE COURSE OR CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE ONLINE COURSES, TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE ACCESS TO, USE OF, AND RESULTS OBTAINED FROM THE USE OF THE ONLINE COURSES. THE COMPANY MAKES NO WARRANTY THAT THE ONLINE PRODUCTS WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ONLINE COURSES, AND THE

ACCOMPANYING MATERIALS OR THE USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE ONLINE COURSES MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE SOFTWARE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE, THE COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SOFTWARE SERVICES AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE LOSS OF DATA DURING ANY COMMUNICATIONS AND ANY LIABILITY ARISING FROM OR RELATED TO ANY FAILURE BY THE COMPANY TO TRANSMIT ACCURATE OR COMPLETE INFORMATION TO YOU.

10.3. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE ONLINE COURSES, AND THE INFORMATION CONTAINED IN OR COMPILED BY THE ONLINE COURSES, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY THE COMPANY OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, COST OF PROCURING SUPPORT SERVICES, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE ONLINE COURSES OR THE INCOMPATIBILITY OF THE ONLINE COURSES WITH ANY HARDWARE, SOFTWARE OR USAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE COURSE FEES PAID BY YOU TO COMPANY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. ANY ACTION BROUGHT AGAINST EITHER PARTY PERTAINING TO OR IN CONNECTION WITH THE ONLINE PRODUCTS MUST BE COMMENCED AND NOTIFIED TO THE OTHER PARTY IN WRITING WITHIN TWO (2) YEARS AFTER THE DATE THE CAUSE FOR ACTION AROSE.

11. Choice of Law and Contracting Entity. If Customer is located in the European Union, Switzerland, or the United Kingdom, the Customer's relationship is with iSpring Nordics, Ltd., a Finnish company, and this Agreement is governed by the law of the Republic of Finland, without application of Finland's conflict of law rules. Any dispute arising under or in connection with this Agreement between the Customer and iSpring Nordics, Ltd. shall exclusively be resolved in a court of competent jurisdiction located in the Republic of Finland.

If Customer is located in the United States of America or Canada and other countries not serviced by iSpring Nordic, Ltd., your relationship is with iSpring Solutions, Inc., a U.S. Company, located in the Commonwealth of Virginia, and this Agreement is governed by the law of the Commonwealth of Virginia, including applicable Federal Law, without application of Virginia's conflict of law rules. Any dispute arising under or in connection with this Agreement between the Customer and iSpring Solutions, Inc. shall exclusively be resolved in a court of competent jurisdiction located in the Commonwealth of Virginia, USA.

To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. These Purchase Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded.

12. Personal Data

12.1. Processing of Personal Data. By entering into this Agreement, You agree that the Company processes Your personal data during or in connection with Your use of the Online Course provided to You, including Your name, email address and phone number. The Company in its sole discretion employs other companies and individuals to perform certain functions on its behalf. Examples include delivering packages, sending email, analyzing data, providing marketing assistance, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes;

12.2. Company collects information about You and determines the purposes and means of processing Your personal data in its role as data controller when You purchase the Online Course or otherwise provide it directly to Company. You hereby instruct Company to process the personal data that You share with Company in order to provide You with and improve the Online Course (hereinafter "Personal Data"). You acknowledge receipt of and agree to the Company's privacy statement, which is made available to You in connection with installation and is set forth in full at <https://www.ispringsolutions.com/company/policy/privacy>;

12.3. **Security.** Company shall maintain appropriate technical and organizational measures for the protection of the security, confidentiality, and integrity of Personal Data (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, or alteration or damage, unauthorized disclosure of, or access to Personal Data). Company regularly monitors compliance with these measures. Company will not materially decrease the overall security of the Online Course during its provision or pursuant to this Agreement. Company shall ensure that persons authorized to carry out processing have committed themselves to confidentiality or are under the appropriate statutory obligation of confidentiality;

12.4. **Incident Notification.** Company shall notify You without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed by Company or its sub-processors of which Company becomes aware (a "Data Incident"). Company shall make reasonable efforts to identify the cause of such Data Incident and take steps as Company deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within Company's reasonable control. The obligations herein shall not apply to incidents that are caused by You.

12.5. **Return and Deletion.** Upon Your written request Company will return or delete Personal Data that You (and no other customer) made available to Company. Company may also refuse such

requests where returning or deleting such Personal Data would be prohibited by applicable law, or where Company must retain such Personal Data due to legal obligations, to protect its rights or those of a third party, or as required by Company for processing pursuant to a legitimate interest as documented by Company;

12.6. International Transfer. The Online Courses are provided via servers located in the United States and other countries. You acknowledge and agree that Your Personal Data may be collected, transferred to and stored by us in the United States and other countries. Your Personal Data may be processed outside of your jurisdiction wherever we or our third-party service providers operate for the purpose of providing you the Online Courses. The Personal Data of individuals from the European Economic Area (EEA), the European Union (EU), Switzerland and the United Kingdom is stored and processed on servers based in Ireland and Germany and stored as backup in the United States. Regardless of where your information is stored or processed, we apply the same protections described in the Company's current privacy policy and ensure that the third-party recipients of your Personal Data offer an adequate level of protection and security. By Using the Online Courses, You consent to the transfer of such Personal Data outside of the country in which you provide the information and You hereby expressly consent to having Your Personal Data processed by Company according to the Company's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference.

For purposes of facilitating transfers of personal data from the EEA, EU, Switzerland or the United Kingdom to the United States, Company's DPA incorporates the latest standard contractual clauses. Where applicable, You agree to enter into standard contractual clauses with Company, which are available upon Your written request.

12.7. Company's information gathering and dissemination practices are set forth in the Company's Privacy Policy, which is available at <https://www.ispringsolutions.com/company/policy/privacy>.

13. MISCELLANEOUS.

13.1 Relationship Between You and Company

You agree that no joint venture, partnership, employment, contractor, or agency relationship exists between You and the Company.

13.2. No Assignment

This Agreement, rights and obligations provided hereunder may not be assigned, in whole or in part by You, without the prior written consent of the Company. Any attempt of assignment without such consent shall be null and void and of no force and effect. The Company shall have the right at all times to assign any of its rights or obligations under this Agreement to any of the affiliates of the Company with prior notice to You.

13.3. Feedback

Company welcomes Your suggestions, ideas, comments, and other feedback regarding the Online Courses. By submitting any Feedback, You grant Company the right to use the Feedback without any restriction or any compensation to You. By accepting Your Feedback, Company does not waive any rights to use similar or related Feedback previously known to Company, developed by our employees, contractors, or obtained from other sources.

13.4. Entire Agreement; Severability; No Waiver.

This Agreement is the entire agreement between You and Company and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Online

Course or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorized representative of Company provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Company's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right;

13.5. Force Majeure

13.5.1 A Party shall be released from liability in damages and other sanctions where the performance of a specific obligation (other than for delay in the payment of amounts due and payable hereunder and the maintenance of confidentiality) is prevented or rendered onerous due to circumstances beyond a Party's reasonable control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labor conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances;

13.5.2 Where a Party's performance is prevented for a period in excess of three (3) months due to an event as stated above, either Party shall be entitled to terminate the Agreement in writing, whereupon Company shall, within 30 (thirty) days of such termination, reimburse You for prepaid Fees for the Software Services not yet performed, on a pro rata basis.

13.6. **Injunctive Relief.** You agree that a breach of this Agreement adversely affecting Company's proprietary rights in the Online Courses may cause irreparable injury to Company for which monetary damages would not be an adequate remedy and Company shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

13.7. Changes to this Agreement

This Agreement may be updated from time to time. If we make any changes, we will notify you by revising the "Review date" date at the top of this Agreement. We encourage You to review this Agreement whenever You access, view or use the Online Courses to stay informed about the changes. Additionally, please check the Website Terms of Use published on the Websites at https://www.ispringsolutions.com/legal/terms_of_use regularly to ensure that you are aware of all terms governing your use of the Websites.

If you disagree with any changes to this Agreement, you will need to stop Using the Online Courses and deactivate your account(s), as outlined above.