



# LEAi™ Terms and Conditions



## Contents

Terms and Conditions .....	2
Product Overview.....	2
1. Product Benefits .....	2
Details of the Product Subscription .....	2
2. LearnExperts Commitment .....	2
3. Customer Commitment.....	3
4. Intellectual Property.....	3
5. License Grant .....	3
6. Confidentiality .....	4
7. Disclaimers and Limitations of Liability .....	4
8. General .....	5
9. Invoices .....	5
10. Termination .....	5

# Terms and Conditions

Updated July 2023

THE TERMS OF THIS MASTER SERVICES AGREEMENT (“AGREEMENT”) GOVERN YOUR USE OF THE APPLICATION SERVICES (AS DEFINED BELOW) OF LEARNEXPERTS EDTECH, INC. (“LEARNEXPERTS”). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE LEARNEXPERTS’ APPLICATION SERVICES. BY ACCEPTING THESE TERMS BELOW OR BY USING LEARNEXPERTS’ APPLICATION SERVICES IN ANY MANNER, YOU, THE ENTITY YOU REPRESENT AND ANY AFFILIATE OF SUCH ENTITY (COLLECTIVELY, “CUSTOMER”) AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. THIS AGREEMENT IS ENTERED INTO AS OF THE DATE YOU ACCEPT THESE TERMS OR USE THE APPLICATION SERVICES (“EFFECTIVE DATE”).

## Product Overview

LEAi™ enables you to leverage content that already exists to create a course and uses an intelligent engine to improve the course as you work (with best practice built in from 100+ years of human experience). Then you can choose from multiple output formats that give you the flexibility to deliver your training program in a way that fits for your business. You will also be able to take advantage of unique features to gain even more efficiency like; 1-click micro-learning, content shared across multiple courses, and quick updates and maintenance as they become available.

As you realize the value in LEAi™, our goal is to create customer advocates who will continue to leverage the LearnExperts’ intelligent system for years to come.

### 1. Product Benefits

1. Develop courses in days, not months
2. Start with content that already exists, already developed by the subject matter experts
3. Automatically convert content into training with best practice applied through AI
4. Make rapid updates to the content
5. Repurpose content with 1-click
6. Choose the output format and automatically create it or link it
7. Free onboarding and access to LearnExperts’ customer support team
8. Additional ongoing support and guidance to achieve your training program goals and outcomes (taking advantage of LearnExperts’ industry expertise)
9. No impact on IT resources as the application is hosted in the cloud

## Details of the Product Subscription

### 2. LearnExperts Commitment

As part of the product agreement, LearnExperts will:

- provide secure access to LEAi™
- onboarding to the application
- provide email support between reasonable business hours, at no charge for the term of the contract (customer required to name one contact to streamline support requests as applicable)
- provide phone support as required for more complex support requests between reasonable business hours, at no charge for the term of the contract
- solicit feedback on the application from customers to help shape ongoing value
- provide a reasonable number of ongoing support hours to use to assist in onboarding activities, guidance to achieve the customer's training program goals and outcomes, and leveraging LearnExperts' expertise
- provide reasonable storage space to accommodate sufficient numbers of courses for effectively

### 3. Customer Commitment

Through the course of the contract, LearnExperts requests the following customer commitment:

- Commit for the contract period with at least one user (starts on date of contract)
- Completion of periodic feedback surveys
- Permission to use Customer's name and logo in publicly facing marketing materials

### 4. Intellectual Property

LEAi™ and all services (and their underlying intellectual property rights) made available to Customer through the contract owned by LearnExperts and its licensors. Except for the limited rights granted to Customer herein, LearnExperts reserves all rights, title and interest in and to the LEAi™ product and services provided in connection with the contract. If we receive notice that LEAi™ (or any part of it) constitutes an infringement of a third party's intellectual property rights, then LearnExperts may immediately discontinue the provision of the infringing materials that are the subject of the infringement notice or terminate this Agreement in its entirety, if necessary.

If Customer provides LearnExperts with Feedback you agree that: (a) LearnExperts is not subject to any confidentiality obligations in respect to the Feedback; (b) the Feedback is not confidential or proprietary information belonging to you or any third party and you have all of the necessary rights to disclose the Feedback to us; (c) LearnExperts (including all of its successors and assigns) may freely use Feedback without any restrictions.

### 5. License Grant

LearnExperts hereby grants to Customer, a non-transferable, non-exclusive, non-sublicensable license to use the services and the LEAi™ product for the duration of this Agreement. Customer shall not and shall ensure that their users do not: (i) reproduce and redistribute or otherwise make available the LEAi™ product to any person, organization or institution who is not a user or make any use of the LEAi™ product for any purposes other than Customer's own internal use, (ii) sell, exchange, barter, or transfer, rent, lease, loan, resell for profit, distribute or in any manner commercially exploit any data or documentation received from LearnExperts, or (iii) reverse engineer the LEAi™ product or remove or obscure copyright notices contained on data or documentation received from LearnExperts.

As between LearnExperts and the Customer, the Customer exclusively owns and shall retain all right, title and interest in and to any materials and content provided by the Customer, any reports, data and other tangible output generated by the Customer through the use of the Service ("Company Data").

## 6. Confidentiality

Each party (the "Receiving Party") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information"). Such information includes, without limitation, benchmarking information and any non-public information about LEAi™. The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information; and (ii) not to use (except as expressly permitted in this Agreement or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any Confidential Information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party; or (e) is required by law. Upon any termination of this Agreement, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.

## 7. Disclaimers and Limitations of Liability

THE LEAi™ PRODUCT IS PROVIDED "AS IS." LEARNEXPERTS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE LEAi™ PRODUCT INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. USE OF AND ACCESS TO THE LEAi™ PRODUCT AND INFORMATION OR MATERIAL FROM THE SAME IS AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LEARNEXPERTS OR THROUGH OR FROM THE LEAi™ PRODUCT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS UNDER NO CIRCUMSTANCES SHALL LEARNEXPERTS BE LIABLE FOR ANY DAMAGES THAT RESULT FROM (I) YOUR USE OF OR YOUR INABILITY TO USE THE LEAi™ PRODUCT, (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES, (III) ERRORS, MISTAKES, OR INACCURACIES, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER ARISING FROM OR RELATING TO YOUR USE OF THE LEAi™ PRODUCT, ANY BUGS, VIRUSES OR OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE LEAi™ PRODUCT.

LearnExperts' liability for damages under this Agreement is limited to the fees (if any) paid by you to LearnExperts. LearnExperts will not, under any circumstances, be liable for any special, indirect, consequential, punitive or exemplary damages, including, without limitation, any damages on account of loss of profits. This section will survive the termination of this Agreement.

## 8. General

Neither party may assign or transfer its interest in this Agreement without the written consent of the other party (such consent not to be unreasonably withheld). This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto. This agreement is governed by the laws of Ontario, Canada and constitutes the entire agreement between the parties with respect to the subject matter herein. All additions or modifications to this agreement must be made in writing and must be signed by both parties. If any part of this agreement is held to be invalid or otherwise unenforceable, the provision shall no longer form part of this agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. It is not intended that any agency or partnership relationship be created by this agreement.

## 9. Invoices

Your access to and use of the LEAi™ product is subject to your payment of the applicable fees due pursuant to the Summary of Cost terms above (the "**Fees**") and all other applicable amounts, charges and taxes indicated when Customer subscribes for the LEAi™ product (or otherwise notified to Customer by LearnExperts from time to time). Fees may be updated by LearnExperts from time to time in its sole discretion. Payments are due Net 30 of the LearnExperts invoice (determined once a payment option is selected).

If Your payment method fails, LearnExperts may deactivate or lock Customer's account and access to the product within thirty (30) days of such default and collect Fees owing using other collection mechanisms. You are solely responsible for all charges incurred under your account by you or third parties.

Fees do not include tax. You are responsible for paying all governmental sales, use, value-added, commodity, harmonized and other taxes imposed on your purchase or use of the **LEAi™ product**. To the extent LearnExperts is required to collect such taxes, the applicable tax will be added to Customer's billing account.

## 10. Termination

Customer may terminate their account and/or stop using the LearnExperts' **LEAi™ product** at any time, upon thirty (30) days' prior written notice.

LearnExperts may at any time, under certain circumstances and without prior notice, immediately terminate use of the **LEAi™ product**. Cause for such termination shall include, but not be limited to: (a) violations of the terms or any other policies or guidelines that are referenced herein and/or posted on LearnExperts website; (b) a request by you to cancel or terminate your account; (c) discontinuance or material modification to the **LEAi™ product** or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the **LEAi™ product** to you is or may become unlawful; (f) unexpected technical or security issues or problems; or (g) your participation in fraudulent or illegal activities. Any such termination or suspension shall be made by LearnExperts in its sole discretion, and LearnExperts will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the **LEAi™ product**.

This Agreement shall continue in effect for the duration of the Term. Upon expiry of the Term or any Renewal Term (as defined below), the Customer's subscription will auto-renew for an additional 12-month period, provided that Customer shall be billed at the full commercialized subscription rate then in effect (a "Renewal Term"), unless otherwise agreed upon in writing and/or until the Customer's subscription is terminated in accordance with this Section. For greater certainty, Customer will continue to be invoiced for the duration of any Renewal Term. Customer may update your subscription preferences at any time through your account.

On termination, Customer will lose all access to the **LEAi™ product** and any portions thereof, including, but not limited to, Customer's account. Upon termination for any reason, Customer shall not be entitled to any refund for the **LEAi™ product**.

**The following terms will survive expiration or termination of this Agreement for any reason: Sections 4 (Intellectual Property), 6 (Confidentiality) and 7 (Limitation Liability) and 8 (General).**