

Term of Services

Ellis Management Services, Inc. dba Ellis Partners in Management Solutions and its affiliates, Edge2Learn (collectively, “Companies”) provides online education, training and compliance tools through its products (the “E2L Services”) through www.edge2learn.com (the “Website”), and mystery shopping, survey services, benchmarking and reporting services (the “Ellis Services”) through www.epmsonline.com. The Companies are each referred to herein as “we”, “our” or “us”. These Terms of Services apply to the E2L Services and the Ellis Services (collectively “Services”).

Agreement

By accessing the Services or otherwise accepting the terms herein, you agree to be legally bound by these Terms of Services and the Privacy Policy found at <https://www.epmsonline.com/privacy-policy-and-terms-of-use-for-ellis-partners/> for Ellis Services and <https://www.edge2learn.com/privacy-policy-and-terms-of-use/> for E2L Services, as amended from time to time (collectively, the “Agreement”). You should not access or use the Services if you do not agree with the Agreement without limitation or qualification. By continuing using or accessing the Services following any changes made to the Agreement means you accept and agree to be bound by the then-current Agreement. We reserve the right to amend or modify the Agreement at any time without notice to you. Please check the Agreement regularly for changes.

Eligibility

The Services are not designed for, or intended to be used by, persons under the age of sixteen (16) years. You represent and warrant that you: (i) are at least 16 years old, (ii) are not currently restricted by us or any law enforcement agency from accessing or using the Services or not otherwise restricted from having an Account, (iii) are not our competitor and are not using or accessing the Services for the purposes of competing with us, (iv) have the full power and authority to enter into this Agreement and, by doing so, will not violate any other agreement to which you are a party, and (e) will not violate any of our rights or those of a third party, including the intellectual property rights of such third party.

YOU MUST BE AT LEAST 16 YEARS OLD, ACCESS THE SERVICES AND YOU SHOULD LEAVE THE SITE IMMEDIATELY IF YOU ARE UNDER 16 YEARS OLD.

Registration and Security

You may have limited access to some of the Services without registering for a user account (an “Account”). Those who access the Services without registering for an Account are referred to as “Visitors.” To gain access to additional Services such as courses, policies, reporting and other services, you must be an “Authorized Users”. Authorized Users means an individual or entity that is authorized by the Companies to use the Services, and have been supplied a user identification and password. As an Authorized User you agree to provide accurate, current and complete information for registration and to update such information to keep it accurate. We reserve the right to suspend or terminate your Account and/or access at any time or for any reason or no reason, including if any information provided for registration is determined to be inaccurate. We have the right to terminate your Account and/or access to the Services if you violate the Agreement or applicable law. You are responsible for safeguarding your Access Credentials, as that term is defined in the Privacy Policy. You agree that you will not disclose your Access Credentials to any third party, unauthorized user, or unauthorized User.

You agree that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your Account or if you suspect that the security of your Account has been compromised.

User Content, License and Warranties

User Content. As a user, you may post, submit, provide, transmit, publish, display, or share content with us. Such content may be in the form of various media formats (e.g., text, documents, images, audio content, video content, etc.) and may include communications with us or other Users, course content, shopping results, responses to quiz questions, responses to surveys, comments regarding courses, course reviews, blog postings, feedback, suggestions, ideas or submissions in regards to the Services etc. ("**User Content**"). When you visit our Website, you are not accessing your Account and we view you a Visitor. As a Visitor to the Website, you may submit content, which may be personal in nature with us ("**Visitor Content**"). The User Content and Visitor Content are collectively referred to as "**Specific User Content**". We do not and will not review Specific User Content for accuracy, except for responses to quizzes or other training-related questions. Accurate User Content enables us to provide the Services to you. In order to utilize the Services, you should provide, or direct us to retrieve, true, accurate, current, and complete User Content.

License Grant to User Content. You grant to us a non-exclusive, worldwide, fully paid-up and royalty-free license to use, copy, display, prepare derivative works from, improve, modify, distribute, publish, remove, retain, and/or process your Specific User Content in any way now known or in the future discovered, for the purpose of providing the Services to produce de-identified content or aggregated data that can be shared with third parties, but not to provide User Content that identifies you to third parties (other than to employers associated with you), other than our service providers, without your prior written consent. While we will employ reasonable measures to protect your User Content, you acknowledge and agree that any User Content that you provide to us is at your own risk of loss.

Assignment of Comments. In the event that the User Content includes feedback, suggestions, ideas or other submissions in regards to the Services (the "Comments"), you agree that such comments are our exclusive property. You hereby assign all right, title and interest in and to the Comments, including all patent, copyright, trademark and all other intellectual property rights associated with the Comments and waive any claim based on moral rights, unfair competition, breach of contract, breach of confidentiality, and any other legal theory with regard to the Comments.

User Content Warranty. By providing User Content to us, you represent and warrant that (i) you are the author, owner, or are otherwise authorized to contribute the User Content, (ii) the User Content is true and accurate, (iii) providing the User Content does not breach your confidentiality obligations, and (iv) providing the User Content does not violate any rights, or infringe or misappropriate the intellectual property rights, of any third party. You are responsible for your own activities while using the Services, including the consequences of your conduct. You shall not, and by using or accessing the Services, you agree **not** to do any of the following:

- Post any User Content that is subject to copyright protection, unless you are the copyright owner or have the owner's permission to post such content.
- Post any User Content that reveals trade secrets, proprietary or confidential information, unless you are the owner or have the owner's permission to post such content.

- Post any User Content that infringes any intellectual property rights of others or the privacy or publicity rights of others.
- Post any User Content that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another User, Visitor, or any other person or entity.
- Post any User Content that includes or uses terms or phrases that are false or misleading, profane, intended to disguise profanity or vulgarity, or are patently offensive or obscene.
- Post any User Content that contains viruses, Trojan horses, worms, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

Limited License to Company IP

For the purposes set forth in the Agreement, we grant you a limited personal, non-exclusive, non-assignable, non-transferable, and revocable license to access, use and display certain Company IP (defined below) which you are authorized to access. You must retain intact all copyright, trademark, proprietary and other notices when accessing, using, or displaying the Company IP. Unauthorized use, copying, printing, duplication, distribution, transmission, creation of derivative works, reuse, reproduction, publishing, licensing, sublicensing, transferring, selling, renting or translating, in whole or in part, of any of the Services, our software, our or our licensors' course content, user interface content including without limitation text, graphics, sounds, videos, images, logos, button icons, and software that has been modified, merged into and/or included in the Services, and/or any compilation thereof in any format now existing or future developed (collectively, the "**Company IP**") in any manner without our express prior written permission is prohibited. You acknowledge that you may not sublicense, transfer, sell, rent or assign this license. Any attempt to sublicense, transfer, sell, rent or assign this license shall be null and void. The Company IP available to you may change at any time without notice to you.

Company IP Disclaimer

The services are provided on an "as-is" basis and to the maximum extent permitted by applicable law, e2l makes no warranties of any kind under this agreement, whether express, implied, statutory or otherwise regarding the services and / or customer data will be error free, uninterrupted, contain harmful and offensive components or that services and client data may be lost, damaged or destroyed and specifically disclaims the implied warranties of noninfringement, title, merchantability or fitness for a particular purpose.

Intellectual Property

Companies own all right, title and interest in and to the Services, Documentation, and course materials, policy and procedure materials, survey and shopping forms and results, software, hardware designs, copyrights, trademarks, patents, trade secrets, software tools, algorithms, user interface designs, architectures, products, documentations, the designs and schema for any network or system connectivity and related intellectual property worldwide and whether in printed, written, electronically reproduced or any other form and whether owned by E2L or any Supplier or licensed to E2L or any Supplier and all enhancements, derivatives, improvements, modifications or extensions of such technology conceived, reduced to practice or developed during the term of this Agreement and any modifications that are derivative works thereof. Subject to

the limited rights expressly granted hereunder, Companies reserves all rights, title and interest in and to the intellectual property, including all related common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto. No rights are granted to Visitors and Authorized Users hereunder other than as expressly set forth herein.

Restrictions

No Illegal Use. You shall not use the Services to create, transmit, distribute, store or destroy any Company IP or Specific User Content (a) in violation of this Agreement (b) in violation of any applicable law or regulation, (c) in a manner that infringes and/or misappropriates copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (d) that is defamatory, obscene, threatening, abusive or hateful.

Information Security. You are prohibited from violating or attempting to violate the security of the Services, or any equipment, software, or devices on which the Services are hosted, displayed, provisioned or otherwise depend including without limitation, (a) gaining or attempting to gain access to any account, data, Service, Company IP, User Content, or information which you are not authorized to access, (b) attempting to penetrate a system, network, or application by probing, “phishing,” scanning or testing the vulnerability of the system or network or to breach security or authentication measures without proper authorization, (c) engaging or attempting to engage in a denial of service attack or any other type of electronic attack for the purposes of causing the Services to become impaired or inoperable, or interfering with the availability of Services through techniques including without limitation, malicious software (e.g., a virus, worm, Trojan horse, etc.), “packet flooding,” “spoofing” or “spamming,” or (d) forging any packet content or any part of any Company IP, User Content or violating any system or network security. Violations of the foregoing may result in civil or criminal liability. Any occurrences that may involve such violations are subject to investigation by us, our agents, and/or law enforcement authorities in prosecuting any Visitor or User involved in such violations.

Specific Prohibited Uses. We specifically prohibit, and you agree not to use the Services, access the Company IP or submit Specific User Content for any of the following:

- To take any action that imposes an unreasonable or disproportionately large load on the Services or the equipment or network on which the Services are hosted.
- To compete with us or to assist third parties with the creation of products or services that compete with the Services.
- To use any device, software or routine that interferes with the proper function of the Services or to otherwise take any action to interfere with the proper function of the Services.
- To attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of Services.
- To crawl the Services, scrape any Company IP, or frame any Services, Company IP, or information relating thereto without our prior express written permission.
- To attack the Services via a denial-of-service attack or a distributed denial-of-service attack.

- To collect information about other Visitors or Users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications, or for any other purpose not explicitly authorized by us.
- To falsify, conceal, or modify information identifying yourself or another User, including Internet Protocol header information.
- To stalk, threaten, or harass any Visitor, User, or other person, whether in a cyber-environment or in the real world.
- To commit any criminal or otherwise unlawful acts.

Right to Monitor and Enforce

We have the right to monitor your use of the Services for any reason, including to confirm that you are not violating this Agreement. We may take any action that we deem necessary or appropriate in our sole discretion, including if we believe this agreement has been breached. Such action may include removal of your Specific User Content, terminating or suspending your access to the Services, disclosing your identity to third parties who claim your Specific User Content violated their rights, or taking appropriate legal action, including referral to law enforcement for illegal or unauthorized use of the Services.

Release of Liability

Release from Dealings between Users and/or Visitors. Because authentication on the internet is difficult, we cannot and do not confirm that each Visitor or User is who she, he, or it claims to be or that her, his or its Specific User Content or other posted information is truthful, complete, non-defamatory, or accurate. You acknowledge and agree that your access to and use of the Services, and any action you take concerning your Specific User Content or other information is your voluntary action for which you are exclusively responsible. There is always a certain risk when transmitting such information over the internet or some other public or proprietary network that your information will be accessed by a third party, and you assume this risk by submitting Specific User Content to us. It is your responsibility to take precautions that you deem suitable to assure the identity of any Visitor, User, or person with whom you communicate or interact via the Services, and to assure that any information provided by such Visitor, User or person is safe for you to view, use or otherwise interact with. We do not and cannot be involved in or control the dealings or meetings between Visitors or Users that access the Services. Accordingly, in the event that you have a dispute with another Visitor or User, you agree to the fullest extent permitted by applicable law to forever release us and our agents, employees, officers, directors, members and managers from all claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive, to the fullest extent permitted by applicable law, California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." We are under no legal obligation to, and generally do not control the information provided by other Users which is made available through the Services. By its very nature, information posted or communicated by other Users may be offensive, harmful, inaccurate, defamatory or incorrect, and in some cases may be mislabeled or deceptively labeled. You agree to use caution and common sense when using or accessing the Services.

Not Responsible For Offensive Posts. At times, we may act as a passive conduit for the online receipt, distribution and publication of Specific User Content or other information exchanged between you and another Visitor or User. We have no obligation to screen or monitor content exchanged between you and any Visitor or User. If we are notified or otherwise becomes aware of any communication, information or User Content that is posted by a User, which allegedly does not conform to the Agreement or is abusive, illegal, or disruptive, we may investigate the allegation and determine, in good faith and in our sole discretion, whether to remove or request the removal of the communications, information, or Specific User Content (“*Offensive Post*”), suspend such User’s use of or access to the Services. We reserve the right to expel and/or deny access to Visitors or Users to prevent their further access to the Services for violating the Agreement or any applicable laws. We further reserve the right to remove, erase or over-write Offensive Posts or any information or content in connection therewith. We may take any action at any time with respect to Specific User Content that we deem necessary or appropriate if, in our sole discretion, we believe may create liability for us, harm any other Visitor or User or that may interrupt the Services.

Limitation of Liability and Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE SERVICES ARE PROVIDED “AS-IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY ASSOCIATED WITH THE INFORMATION, THE SERVICES, UNINTERRUPTED OR ERROR FREE USE OF THE SERVICES OR THE COMPANY IP, INCLUDING WITHOUT LIMITATION OUR SOFTWARE OR SERVICES LICENSED TO YOU AND THE RESULTS OBTAINED THROUGH THE SERVICES (UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION).

WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY AND ALL: (A) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF THE SERVICES; (B) WARRANTIES OF TITLE; (C) WARRANTIES OF NONINFRINGEMENT; (D) WARRANTIES OF MERCHANTABILITY; AND (E) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, INOPERABILITY, COMPUTER VIRUS, MALICIOUS SOFTWARE, CYBER-ATTACK, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS, ALTERATION, OR USE OF THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES OR INJURY ARISE FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER LEGAL THEORY.

YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER VISITORS OR USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT SHALL WE, OUR AGENTS, OR AFFILIATED PERSONS OR ENTITIES BE LIABLE FOR ANY DIRECT (IN EXCESS OF THE LIMITATION OF LIABILITY HEREINAFTER PROVIDED), INDIRECT OR INCIDENTAL DAMAGES, LOST PROFITS OR DATA, OR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SERVICES (INCLUDING YOUR INABILITY TO USE SERVICES) WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT, IF ANY,

THAT YOU PAID TO US OVER THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OF LIABILITY, OR FIFTY DOLLARS, WHICHEVER IS GREATER.

Links to Other Websites

We may from time to time provide links to third party websites via which third party services or third party content can be accessed or downloaded. Because we have no control over such third party websites, services or content, you acknowledge and agree that we are not responsible for the availability, content, services, acts or omissions of such external websites or resources or their owners, do not endorse and are not responsible or liable for any content, advertising, products, services, or other materials on or available from such websites or resources. You further acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such third party content, advertising, products, services or other materials available on or through any such website.

Suspension, Termination and Survival

You may terminate your Account and/or access thereto at any time by providing written notification to us. Termination shall not affect your obligations to us in accordance with this Agreement. We reserve the right in our sole discretion to terminate this Agreement or suspend your access to or use the Services, or any portion thereof, at any time without notice for any reason, including when you violate this Agreement. In the event of any such termination or suspension, we will not be responsible for any lost opportunities or other damages or loss that you may incur as a result of such suspension or termination. If you breach this Agreement, we reserve the right, at our sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your User Content and immediate termination of your Account and/or access. The provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of this Agreement or termination of your use or access to all or any portion of the Services.

Indemnity

You agree, to the fullest extent permitted by applicable law, to forever hold harmless, defend and indemnify us and our agents, employees, representatives, directors, officers, successors, and assigns other affiliates ("**Indemnified Parties**") from and against any and all loss, cost, claims, liabilities, damages, disputes and expenses, including without limitation reasonable attorney's fees and court costs, arising out of:

(i) Your violation of any of the terms of this Agreement, or any information, software, files, messages or other User Content posted and/or transmitted to us by you;

(ii) Your posting any User Content that is defamatory, slanderous, libelous, false, dishonest, unfounded, untruthful, inaccurate with respect to another Visitor, User, or any third party;

(iii) Your use of and access to the Services or the Company IP;

(iv) Your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right;

(v) Any claim that your User Content damages a third party, infringes the intellectual property rights of a third party, violates the rights of a third party; or

The Indemnified Parties reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide defense to the Indemnified Parties in that matter. Alternatively, the Indemnified Parties may hire separate counsel to participate in the defense of any matter subject to indemnification by you, at their own expense. This section shall survive the termination or cancellation of the Agreement or any termination or suspension of your use of or access to all or any aspect of the Services.

General Provisions

Severability / Waiver. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement. Additionally, no waiver of any provision of this Agreement or any rights or obligations of either you or us hereunder shall be effective, except pursuant to a written instrument signed by you and us waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. Even if we act in a way that you believe to be inconsistent with this Agreement, those actions will not be deemed a waiver or constructive amendment of this Agreement. Similarly, our failure to object to your breach of your obligations under this Agreement does not constitute a waiver of any of our rights.

Compliance with Laws. Each Visitor and User shall promptly comply, at his or her own cost and expense, in every material respect with all laws, ordinance, rules, regulations, and requirements of all federal, state, and local governmental authorities that are applicable to the Services.

No Third Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon you and us and our respective permitted successors and assigns. Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

Relationship of the Parties. We are acting as independent contractors with respect to the Services. Nothing in this Agreement shall be deemed to create any type of agency, joint venture, or partnership relationship between you or us. Neither you nor us shall have any right or authority to bind or obligate the other in any manner to any third party.

Assignment. We reserve the right to assign the Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

Section Headings. All Section, subsection, and paragraph headings are provided herein as a convenience only and do not affect the meaning or interpretation of this Agreement.

Governing Law. You agree to the fullest extent permitted by applicable law that any dispute between you and us will be governed by the laws of the State of Texas, United States, without regard to conflict of laws principles, and that any legal action brought by one party against the other will be brought exclusively in the appropriate court within the State of Texas. If you are located outside of the United States of America, you agree that to the extent permitted by the applicable governing law, by entering into this Agreement, you voluntarily subject yourself to the jurisdiction of the State or federal courts of Dallas County, Texas, and you agree that you may be sued in those courts and subject to the judgments and orders of those courts unless we have otherwise agreed in the client agreement under which the Services are provided to you.