



YuJa Standard Terms and Conditions

1. Services.

1.1 This Agreement is made between YuJa Inc (“**YuJa**”) and the end customer (the “**Customer**”) purchasing through the reseller, pursuant to a purchase order placed by the reseller (“**Reseller**”) and accepted by YuJa. YuJa will provide the Customer with access to the products and services provided by YuJa (the “**Services**”) under this Agreement and hereby grants the Customer a non-exclusive right to access and use the Services during the period specified in the Agreement (the “**Term**”).

1.2 Customer will cooperate with YuJa in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required. Customer understands that YuJa’s performance is dependent in part on Customer’s actions. Accordingly, Customer will timely provide YuJa with the necessary items and assistance in connection with its performance of the Services and related Hardware as specified in the applicable purchase order. YuJa shall determine the time, place, methods, details and means of performing the Services. Customer will also cooperate with YuJa in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services. Customer will be responsible for maintaining the security of Customer’s account, passwords (including administrative and user passwords) and files, and for all uses of Customer’s account. Customer shall not share with any third party any such account or password without the prior written consent of YuJa.

1.3 Customer may not knowingly provide to any person or export or re-export or allow the export or re-export of the Services, Hardware or anything related thereto or any direct product thereof in violation of any applicable laws or regulations. Customer’s use of the Services, Hardware and all Customer Content (as defined below) will comply with all applicable law, any instructions or guidelines provided by YuJa to Customer and any guidelines provided by third party platform providers (e.g. YouTube’s Terms of Service). YuJa will have no responsibility and will not be liable for Customer or its end users’ use of the Services or Hardware in violation of the foregoing.

2. Confidentiality; Restrictions.

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any 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 without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required by law to be disclosed (but only to the extent of such required disclosure). Further, Customer will not, and will not permit any third party to reverse engineer or otherwise attempt to discover the source code or underlying structure or algorithms of the Services (except to the extent such restrictions are contrary to applicable law), reverse engineer, decompile, or otherwise attempt to discover the design of the Hardware, modify or create derivative works based on the Services or Hardware, or otherwise use the Services or Hardware outside of the scope permitted under this Agreement. Customer will use the Hardware only in accordance with the documentation provided by YuJa and any other applicable use restrictions.

3. Intellectual Property Rights.

YuJa owns and will retain all right, title and interest in and to the Services and Hardware including all future improvements to Services and Hardware. As between the parties, Customer Content (as defined below) will be owned by Customer. Customer will be solely responsible for the accuracy, quality, integrity, and legality of Customer Content. Customer hereby grants to YuJa a limited, non-exclusive, worldwide license to use Customer Content solely to provide the Services to Customer. “**Customer Content**” means any information, videos, data, and other material provided or uploaded directly to YuJa by Customer or Customer’s end-users in the course of receiving or using Services. YuJa shall have the right to collect and analyze data and other information relating to the use and performance of various aspects of the Services and related systems and technologies and YuJa will be free to (i) use such information and data (during and after the term hereof) to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other YuJa offerings, and (ii) use and disclose such data in aggregate or other anonymous and de-identified form for marketing purposes and otherwise in connection with its business.

4. Payment of Fees.

4.1 Reseller will on behalf of the Customer pay YuJa the fees in the Reseller’s purchase order (the “**Fees**”). Should Reseller not pay the Fees when due, the Customer shall be directly responsible for payment of such Fees. Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower. To the extent permitted by law, if the Reseller fails to make payment on any undisputed invoice within the credit period and an additional 60 days’ grace period, the YuJa shall issue a written notice to Reseller requiring payment of outstanding amounts within 30 days from the date of such notice. If the overdue undisputed invoice still remains unpaid after the expiry of this written notice, the YuJa reserves the right to suspend the provision of or delivery of any products to the Customer. All Fees are nonrefundable except as expressly stated herein. YuJa, in its discretion, reserves the right to increase Fees for Services at any time, provided that (a) YuJa will not increase the Fees for a period of one year from the date of this Agreement; and (b) YuJa will not increase Fees for Services more than once in any given one-year period.

5. Termination.

Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and does not cure such breach within thirty (30) days after receiving written notice of such breach. Either party may terminate this Agreement, upon written notice, (i) upon the institution by or against the other party of insolvency, receivership, or bankruptcy

proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor. Customer agrees that upon termination, YuJa has no obligation to return or provide Customer with any Customer Content and YuJa will not be responsible or liable for the deletion or failure to store any data or other content maintained or uploaded by the Services. Termination or expiration of this Agreement shall not affect any rights or obligations of the parties, including the payment of amounts due, which have accrued up to the date of such termination or expiration. Upon termination or expiration of this Agreement, the provisions of Sections 2, 3, 4, 6.2, 7 and 8 shall survive and shall continue in full force and effect in accordance with their terms.

6. Warranties; Disclaimer.

6.1 YuJa warrants that (a) the Services and Hardware will operate in material conformity with any specifications set forth in writing by YuJa, (b) it will perform the Services in a professional and workmanlike with employees having a level of skill commensurate with the requirements of this Agreement, and (c) the Services do not to YuJa's knowledge infringe any third-party intellectual property right.

6.2 Except for the warranties set forth in Section 6.1, YuJa hereby disclaims all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose and title.

6.3 Customer acknowledges that YuJa is not a Business Associate or subcontractor (as those terms are defined in HIPAA) or a payment card processor and that the Services are neither HIPAA nor PCI DSS compliant. YuJa will have no liability under this Agreement for personal health or personal financial data, notwithstanding anything to the contrary herein.

6.4 In case of any claim for indemnification related to accessibility, YuJa's liability will be limited to ensuring that YuJa Services are fully accessible by individuals with disabilities and conform to WCAG 2.0 standard. In the event any feature of the Service is inaccessible to an individual with a disability, YuJa will take steps to ensure that YuJa Services are compliant with the abovementioned standard.

7. Limitation of Liability.

7.1 YuJa will indemnify against any third-party claims in case that (i) Company's products infringe on another party's IP rights, (ii) a claim results from Company's gross negligence or willful misconduct.

7.2 Except for the situations specified in Section 7.1 above, notwithstanding any provision in any of the Agreement documents in no event will either party be liable for any other damages in excess of the total amount paid (and payable) to YuJa in the twelve (12) month period prior to the date of the claim, in each case whether based in contract, tort, strict liability or otherwise, and even if such party has been advised of the possibility of such damages. The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy and to the maximum extent permitted under applicable law.

7.3 Any such indemnification will be in proportion to and to the extent that such losses, expenses, damages, and liabilities are caused by or result from the gross negligence or willful misconduct or omissions of the indemnifying party or its officers, agents, or employees.

7.4 Neither Party will have any liability arising out of or related to this Agreement for indirect, special, incidental, or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed of their possibility in advance.

8. Press Releases.

Either Party may (a) issue a press release or make any other public statement that references this Agreement, or (b) use the other Party's names or trademarks for publicity or advertising purposes, describing the marketing arrangements that are the subject of this Agreement.

9. General.

For all purposes under this Agreement each party shall be and act as an independent contractor and shall not bind nor attempt to bind the other to any contract. YuJa will be solely responsible for its income taxes in connection with this Agreement and Customer will be responsible for sales, use and similar taxes, if any. YuJa will be responsible for performance of its agents and subcontractors under this Agreement. This Agreement and any dispute arising hereunder shall be governed by the laws of the State of California, without regard to the conflicts of law provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. Without limiting anything herein, and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labor conditions and power failures. Neither party shall have the right to assign this Agreement, except that either party may assign its rights and obligations without consent to a successor to substantially all its relevant assets or business. No waiver, change, or modification to this Agreement will be effective unless in writing signed by both parties. Any notices in connection with this Agreement will be in writing and sent by first class US mail, confirmed facsimile or major overnight delivery courier service to the address specified on the cover sheet of this Agreement or such other address as may be properly specified by written notice hereunder. The parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated so that this Agreement shall otherwise remain in full force and effect and enforceable.

10. Reasonable Use Policy.

YuJa reserves rights to request the Customer or end user to (a) archive or delete content from the YuJa storage that has been unused for 1 year or more; (b) use the standard software in the manner it was originally purchased for. Any unlimited service pricing structure is prepared based on the parameters known to YuJa at the time of entering this Agreement. YuJa reserves rights to adjust the unlimited service pricing structure due to any future changes of the services parameters including but not limited to the requirement to add any new hardware or software in order to support unlimited services; or using the standard software outside the scope of this Agreement such that the new requirement materially increases the consumption of YuJa's resources for example, unreasonably using the allocated space to store materials unrelated to the Services.

11. Additional Terms Specific to YuJa Panorama or YuJa EqualGround and Related Add-Ons Components.

Subject to the terms and conditions of this Agreement, for Customer using YuJa Panorama or YuJa EqualGround and related Add-Ons components (collectively "Panorama or EqualGround"), YuJa will provide Customer with access to the Panorama or EqualGround and hereby grants Customer a non-exclusive right to access and use the Panorama or EqualGround during the Term. YuJa does not guarantee that the use of Panorama or EqualGround by Customer will ensure the accessibility of Customer's web content or Customer's web services or that the web content of Customer will comply with any particular web accessibility law or standard. Any information, content transformation, advice or guidance provided by Panorama or EqualGround, including without limitation the results

of any website tests or content tests conducted or other advice or guidance with respect to compliance with various accessibility standards, including without limitation the web content accessibility guidelines 2.0 (WCAG 2.0 and WCAG 2.1) or laws, rules or regulations including without limitation those commonly known as the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008, applicable sections of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, 251(a), the Rehabilitation Act, the Individuals with Disabilities Education Act, or their international counterparts, any or all as amended from time to time, or related laws, rules or regulations is provided solely as a courtesy and is not provided as a legal counsel or advice. Other laws, rules and regulations may apply to Customer, or Customer's customers, or Customer's end users depending on the nature of their products and services. YuJa expressly disclaims any implied or express warranties and any liability with respect to any information, content transformation, counsel or guidance provided.

12. Additional Terms Specific to YuJa Verity and Related Add-On Components.

Both Parties understand and agree that it is Customer's responsibility to ensure that it has the end users' or examinees' consent for using YuJa Verity or any of Verity's Add-On components (collectively, "Verity"). Customer shall ensure that use of Verity services is consistent with all the applicable laws, policies, rules, regulations, guidelines, standards, or procedures ("Institution's Use Requirements") at Customer's institution. YuJa shall not be liable for any claims for indemnity resulting from the use of Verity in a manner that is inconsistent with the Institution's Use Requirements. The Customer retains full discretion and responsibility to decide whether to enroll a particular user or examinee for using Verity.

By signing below, the Customer acknowledges and agrees to be bound by the terms and conditions set out in this Agreement.

CUSTOMER REPRESENTATIVE

By: _____

Name: _____

Title: _____

Date: _____