

Strategic IP Licensing, Inc.
eLearning COURSE END USER LICENSE AGREEMENT

BEFORE YOU INSTALL OR USE THE SOFTWARE YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BELOW. BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT OR BY USING OR INSTALLING THE SOFTWARE YOU REPRESENT THAT YOU HAVE CAREFULLY READ AND EXPRESSLY ACCEPT ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT REFERENCED HEREIN INCLUDING BUT NOT LIMITED TO THE APPLICABLE LICENSE KEY LETTER(S) WHICH IS INCORPORATED HEREIN BY REFERENCE, AND WILL BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHALL NOT BE ABLE TO ACCESS OR USE THE SOFTWARE.

Notice to User

Please note that if you intend to use SkillSTICK® within corporate network infrastructures, firewall and other enterprise security measures (which may include company policies), you may first need to obtain permissions from your I.T. department before being able to use SkillSTICK®. Should these measures be found to impact use of SkillSTICK® within your company's technical environment, please email us at support@strategiciplicensing.com and we will assist in working with your I.T. department to authorize (or 'white-list') SkillSTICK® technology.

If you or your company paid for a single-user license for a SIPL course, then this means **ONLY YOU ARE ELIGIBLE** to take the course and **ONLY FOR THE TIME LIMIT ALLOCATED**. See Section 2 below.

1. **GRANT OF LICENSE.** SIPL grants you a nonexclusive and limited license to use the Software products and functionalities for which you have paid the applicable fees solely for your internal business purposes and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to you. This license does not apply to any other software program that may be provided with the Software.
2. **INSTALLATION AND USE.** You agree to load and use the Software only on a single computer or at a single location, for use by only one person per license purchased. You may install and use the Software only in the configuration and for the number of licenses acquired by you. For example, if you are licensed to

use a course, which has a usage allocation of two (2) hours, then the course will expire after you have exhausted this limit. **THIS TIME ALLOCATION IS CUMULATIVE.** You can log into the course as many times as you like as long as the cumulative time in the module is equal to or less than the allocated limit. Should you have any questions regarding this policy, please do not hesitate to contact us at support@strategicIPLicensing.com. You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. SIPL may control the number and type of licenses and the use of the Software by license key codes ("License Key").

3. **OWNERSHIP.** SIPL and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist, hardware provided by SIPL and any accompanying documentation. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks, trade secrets or other intellectual property. You agree to retain the Software, the terms of this Agreement as well as any Software benchmark or similar tests (whether performed by you, SIPL or any third party) in confidence and prevent them from unauthorized disclosure or use except with SIPL's prior written consent. SIPL and/or its suppliers reserve all rights not expressly granted to you. SIPL's suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.
4. **COPYRIGHT.** The Software is copyrighted by SIPL and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You will not remove copyright notices from the Software. Licensee agrees to prevent any unauthorized copying of the Software. You may not copy the Software except: (a) to provide a non-production backup copy; or (b) to install the Software components licensed by you, as set forth in Section 2, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hard copy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of SIPL and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software made by you are in violation of this Agreement.

5. **RESTRICTIONS.** Except as expressly permitted by this License Agreement or by applicable law you may not: (a) lease, loan, resell, assign, sublicense, or otherwise distribute the Software or any of the rights granted by this License Agreement without the express written permission of SIPL; (b) use the Software to provide or operate Application Service Provider (ASP), service bureau, marketing, training, outsourcing services, or consulting services, or any other commercial service related to the Software or to develop training materials; (c) modify (even for purposes of error correction), adapt, or translate the Software or create derivative works therefrom except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) in any way reverse engineer, disassemble or decompile the Software or the data file formats (including reverse compiling to ensure interoperability) or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (e) use the Software to develop a product which is competitive with any SIPL product offerings; (f) use unauthorized license key(s) or distribute license key(s); (g) disclose any Software benchmark results to any third party without SIPL's prior written approval, (h) permit third party access to, or use of the Software except as expressly permitted herein, and (i) distribute or publish license key(s)

6. **LIMITED WARRANTY AND REMEDY.**

- a. SIPL warrants to you that: (i) for a period of ninety (90) days from delivery of the Software, the Software will substantially conform to the functional description set forth in the standard documentation accompanying the Software when properly installed on a computer system or network which meets the minimum system requirements set forth below (which may be amended from time to time by SIPL); and (ii) for a period of thirty (30) days from delivery of any physical media (e.g., CD-ROM), such physical media will be free from defects in materials and workmanship. Any implied warranties on the Software and media are limited to thirty (30) days from delivery, to the extent such warranties cannot be disclaimed under Section 6(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. SIPL does not warrant that the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.
- b. Your exclusive remedy for breach of the above-stated limited warranty shall be that SIPL will use its commercially reasonable efforts to correct the Software or, at its sole option, replace the Software with product(s)

which conform to the above-stated limited warranty. Such remedy shall be provided to you by SIPL only if you give SIPL written notice of any breach of the above-stated limited warranty, within thirty (30) days of delivery of the Software.

- c. EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 6, SIPL AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET YOUR REQUISITEMENTS.
 - d. Minimum System Requirements. To access the Software, your computer must meet the minimum system requirements, which can be found at the end of this Agreement and at <https://www.petroed.com/techsupport.php>. The foregoing notwithstanding, SIPL makes no guarantee that the Software will run on a computer meeting the minimum system requirements.
7. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SIPL OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURANCY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SIPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIPL AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING

ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES INCLUDED IN THIS SECTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU ONLY IN SUCH CIRCUMSTANCES.

SIPL has no liability whatsoever for any damages of any kind to your computers or equipment, nor for any disruptions, delays, mis-deliveries in service or other adverse effects of any nature upon you or your business, that arise directly or indirectly, or in whole or in part, from your use of the Software. You hereby release SIPL (including its parent, affiliated and subsidiary companies, and the officers, directors, managers, members, employees, sub-contractors and agents thereof) from any and all claims, demands and damages of any type or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with your use of the Software.

The Software is provided by SIPL to you on an "AS IS" basis, and SIPL assumes no responsibility, nor makes any warranties, regarding the completeness, accuracy, soundness, functionality or compatibility of the Software.

8. **FEEDBACK; SUPPORT SERVICES; PERSONAL DATA.** It is expressly understood, acknowledged and agreed that you shall, regardless of whether or not formally requested to do, provide to SIPL reasonable suggestions, comments and feedback regarding the Software, including but not limited to usability, bug reports and test results, with respect to Software testing (collectively, "Feedback"). If you provide such Feedback to SIPL, you shall grant SIPL the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights:
- i. to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any SIPL product, technology, service, specification or other documentation (individually and collectively, "SIPL Products");
 - ii. to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any SIPL Product;
 - iii. solely with respect to Licensee's copyright and trade secret rights, to sub-license to third parties the foregoing rights, including the right to sub-license to further third parties;

- iv. to sub-license to third parties any claims of any patents owned or licensable by Licensee that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the feedback or portion thereof incorporated into a SIPL Product, technology or service. Further, you warrant that your Feedback is not subject to any license terms that would purport to require SIPL to comply with any additional obligations with respect to any SIPL Products that incorporate any Feedback.

If you purchased Support Services, SIPL will provide to you product support services for the Software in accordance with SIPL then current Support Services terms and conditions. If you purchase Support Services for the Software, you must purchase Support Services for all authorized copies of said Software in your possession.

SIPL handles your personal information in accordance with its privacy policy, which is amended from time to time and is available at www.petroed.com. Personal information hosted by the Software includes but is not limited to: (i) information delivered to SIPL by or on behalf of the end user at the time of purchase; (ii) information input by the end user into the 'Profile' section of the Software; (iii) training records or documents uploaded to the product software; and (iv) E-Learning Course registration and progress data. It is the responsibility of the end user to hold and keep safe the product hardware to protect their personal information. The end user is entirely and without exception responsible for any loss or theft of data, and you hereby release and hold harmless SIPL from any and all claims, demands, and damages of any type or nature arising out of or in any way connected with SIPL's collection and use of your personal information.

9. **TERM.** The term of this Agreement shall be Twelve (12) months from the date of first use of the Software.
10. **TERMINATION.** This Agreement is effective until terminated. Either party may terminate this Agreement at any time for any reason by providing the other party advance written notice of such termination, provided that if you terminate, you have complied with the return and/or destruction policy set forth below. This Agreement may be immediately terminated by SIPL if: (i) you fail to pay the license fees and other charges set forth at the time of your order; or (ii) you fail to comply with any of the terms and conditions set forth in this Agreement. Termination shall not relieve you from your obligation to pay fees that remain unpaid and shall not limit SIPL from pursuing other available remedies. Upon termination by SIPL of this Agreement, SIPL will have no obligation to refund to you any fees paid by you and you agree to waive in

perpetuity and unconditionally any and all claims for refunds. Upon any termination of this Agreement, you agree to: (i) immediately cease all use of the Software, including the use and distribution of any custom applications incorporating the Software; and (ii) at SIPL's sole discretion, either return the Software to SIPL or destroy same, and certify to SIPL, in writing, that all copies and partial copies thereof have been returned or completely destroyed and are no longer being used. Sections 4, 5, 6(c), 7, 9, 10, 11, 12 and 16 shall survive termination of this Agreement.

11. **AUDIT.** During the term of this Agreement and for two (2) years after termination or expiration, SIPL may audit, upon reasonable notice to you and at SIPL's expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as SIPL may have, you shall pay or reimburse to SIPL the cost of the audit.
12. **GENERAL.** If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement constitutes the entire agreement between you and SIPL, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. In the event you and SIPL have executed a mutually agreed upon a separately executed master software license agreement ("MLA") or a software license agreement ("SLA") (collectively, "Base Agreement") and acquired the Software pursuant to such Base Agreement respectively, the terms of the Base Agreement may govern your use of the Software and the terms of this EULA shall be superseded by those of the Base Agreement. The product name for the Software is a trademark or registered trademark of SIPL. Should you have questions concerning this Agreement, please contact SIPL at:

Strategic IP Licensing, Inc.

2503 Robinhood Street, Suite 200

Houston, TX 77005

(713)461-5200

support@strategicIPLicensing.com

13. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is provided with restricted rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. S:52.227-19, as applicable.
14. **EXPORT CONTROLS.** You acknowledge that the Software is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
15. **ORDER TERMS.** Purchase orders conforming to SIPL purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order not approved in writing by SIPL shall have no effect. Payment terms are as set forth on the applicable invoice, Ex-Works Houston, Texas. SIPL specifically disclaims price guarantees of any kind. You are responsible for payment of all applicable sales, use, consumption, VAT, GST, and other taxes and all applicable export and import fees, custom duties and similar charges, excluding taxes based on SIPL net income.
16. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, USA, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within the Southern District of Texas. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.
17. **CONFIDENTIALITY.** You agree that, unless otherwise specifically provided herein or agreed by SIPL in writing, the Software (including but not limited to its design, organization, data, structure of individual programs, processes, user interfaces, logins, passwords, performance specifications, code, content, subject-matter and related documentation) as well as the terms of this Agreement provided to you by SIPL constitute confidential proprietary information of SIPL. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of SIPL. You agree to implement reasonable security measures to protect such confidential information, but without limitation to the foregoing, shall use best efforts to maintain the security of the Software provided to you by SIPL. You will use your best efforts to cooperate with and assist SIPL in identifying and preventing any

unauthorized use, copying, or disclosure of the Software, or any portion thereof.

This Agreement is publically available at www.petroed.com/documents/skillgrid_eula.pdf. Please indicate below whether you accept, or do not accept, the terms and conditions of this end user software license agreement.

- Microsoft Windows® XP/Vista/7 (**MAC not supported**)
- A 2.33 + gigahertz (GHz) processor (Pentium® or equivalent)
- 256 MB RAM
- Graphics card with 128 MB graphics memory
- USB 2.0 port
- Soundcard with speakers or headphones
- One of the following internet browsers:
 - Microsoft Internet Explorer 8 +
- Appropriate internet security settings (to allow pop-ups and Active content)
- Initial administration/power user access to install:
 - Application components
 - Plug-ins
 - Adobe Flash Player 9 + (download [here](#))
 - Adobe Shockwave Player 11 + (download [here](#))
 - Adobe Acrobat Viewer (download [here](#))
 - Java Runtime Environment 1.6 + (download [here](#))
 - ACELP®.net Audio Codec (download [here](#))
- Internet connection (only required for initial activation and for synchronization)
- Ability to disable firewall or allow exceptions to it (only required for initial activation and for synchronization)