

## USER AGREEMENT

Company on behalf of itself and all employees and contractors accessing the content, materials, data, information, courses and other offerings (collectively, "Content") on the Internet site and associated services (collectively, "Site") on behalf of or for the benefit of Company ("Company") has read, agrees with, and accepts all of the terms and conditions contained in this User Agreement ("Agreement") before Company, its employees and/or contractors may access and use any Content on the Site. By accepting this Agreement, Company also agrees that the use of the Site and Content will be governed strictly by this Agreement for Company, its employees and contractors.

1. License and Term; Restrictions. Provided that Company and its users are in full compliance with the terms of this Agreement, Company is hereby granted a temporary, non-exclusive, non-transferable and limited right to access Content for which it has paid a license or usage fee solely for the period of time set forth in the applicable services or Content order ("Order"), beginning on the applicable Order date, within the terms and conditions of this Agreement. The Site and all Content are owned and/or operated by Coastal Training Technologies Corporation or its affiliates or licensors (collectively, "Licensor") and contain Content created in whole or in part by Licensor or Licensor's affiliated companies, and all such material is protected by United States and international copyright and/or trademark laws. Company may not modify, copy, reproduce, upload, post, transmit or distribute in any way any Content from the Site, including, without limitation, any software or course materials, for anything but use, for non-commercial purposes only, with Company employees for the sole benefit of Company. Licensor reserves the right to add, remove and modify Content or change the Site at any time without prior notice to Company or Company users. Company is responsible for providing and maintaining, at its own risk, option and expense, any hardware, software and communication lines required to access and use the Site and Content, and Licensor reserves the right to change the access configuration of the Site or Content at any time without prior notice.

2. Payment. Company agrees to pay Licensor the total price specified in the applicable Order and agrees that no refunds shall be issued for any reason after any access has been provided to Company, whether or not Company used any of the accesses ordered or accessed any Content or participated in or completed any course.

3. Liability; Exclusive Remedy. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE CONTENT, LICENSES, OR SERVICES AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Company assumes all risk and liability resulting from use of the Content, licenses and/or Services, or information delivered hereunder, whether used singly or in combination with other products, services, or information, as well as for the Company content, if any, on the system.

LICENSOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE FOLLOWING: (A) AVAILABILITY OF THE SITE AT ANY PARTICULAR TIME, (B) FREEDOM FROM INTERRUPTIONS OR ERRORS, (C) ACCURACY OF THE CONTENT OR TIMELINESS OF ANY CONTENT FOUND ON THE SITE, (D) TRANSMISSION TO, FROM OR WITHIN THE SITE, (E) FUNCTIONALITY, (F) LACK OF VIRUSES, (G) COMPLIANCE OF THE SERVICES, SOFTWARE AND/OR CONTENT WITH FEDERAL OR STATE LAWS, OR (H) THAT THE SITE, SOFTWARE OR CONTENT CONTAINED IN THE SITE WILL MEET ANY PARTICULAR CRITERIA OR PERFORMANCE OF QUALITY.

IN NO EVENT WILL: (i) EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR ANY DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY CONTENT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY COMPANY TO LICENSOR FOR THE CONTENT, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND (ii) EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT,

CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY COASTAL CONTENT, SERVICE, OR INFORMATION.

The Site may contain hyperlinks to other Internet sites operated by parties other than Licensor. Such hyperlinks are provided only for ready reference and ease of use. Licensor may not control such websites and is not responsible for their content or accuracy and does not endorse these sites. Licensor accepts no liability for any information, products, advertisements, content, services or software accessible through those third party sites or for any action taken as a result of linking to any such site. Licensor is under no obligation to maintain any link on the Site and may remove a link at any time in its sole discretion for any reason whatsoever.

4. Copyrights; Trademarks; Unauthorized Use. Company agrees and acknowledges that all proprietary rights including copyrights related to any Content belong solely to Licensor or other parties, and all such rights are reserved solely to Licensor and those third parties. Company further agrees that it shall not loan, transfer, reproduce, lease, sublicense, sell, publish, distribute, retransmit or otherwise provide access to the Site or any Content of Licensor to any other person or entity. Certain trademarks are the service marks and trademarks of Licensor or one of its affiliates. In addition to complying with all applicable laws, Company and each Company user agrees that it will not use any such trademarks, service marks, trade dress, or other logos from the Site without the prior written authorization of Licensor.

5. Termination. Licensor reserves the right to terminate or restrict Company's access if, in Licensor's sole opinion, Company's use (or any use by a Company user) thereof violates any laws, infringes on another person's rights, violates this Agreement, or if Company has breached any representation made in this Agreement.

6. General. This Agreement contains the entire agreement between Licensor and Company regarding Company's use of the Site and Content and supersedes any and all previous and contemporaneous oral or written agreements regarding Company's or any Company user's use of the Site or Content.

Licensor may modify this Agreement at any time by posting reasonable notice of the changes on the Site within a reasonable time prior to the changes becoming effective. Licensor will also use commercially reasonable efforts to notify Company via email of such changes. Company acknowledges that notice may be delivered via email and that Company is responsible for keeping the email address on its account current and functional. Any email notice that Licensor sends to the email address on file with it will be deemed delivered by Licensor and received by Company, irrespective of whether Company actually receives such email or if such email is undeliverable. BY CONTINUING TO USE THIS SITE OR THE CONTENT AFTER THE NOTICE PERIOD HAS PASSED, COMPANY AND ALL COMPANY USERS AGREE THAT ANY USE OF THE SITE OR CONTENT WILL BE GOVERNED BY THE NEW TERMS.

Company agrees that this Agreement, as well as any and all claims arising from this Agreement, will be governed by and construed in accordance with the laws of the State of Delaware, United State of America, without regard to any conflict or choice of law principles.