

## USER AGREEMENT

By accessing or using the Site or Content in any manner, you acknowledge and represent that you have read, understood, agree to be bound by, and accept this Agreement.

Company on behalf of itself and all employees and contractors accessing the content, materials, data, information, courses and other offerings (collectively, “Content”) on this 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 may only access the Site for the number of accesses and/or for the number of authorized users listed in the applicable Order for the term set forth in that Order. As part of the subscription process for the Content, Company has selected or been assigned a particular username and/or password. COMPANY AGREES THAT IT IS THE ONLY ENTITY ENTITLED TO ACCESS THE SITE AND CONTENT USING THE USERNAME OR PASSWORD, AND FURTHER AGREES NOT TO PERMIT OTHERS TO ACCESS THE SITE OR

CONTENT USING SUCH USERNAME OR PASSWORD. If individual users of Company are granted personal usernames and/or passwords to the Site, Company shall ensure such users keep their usernames and passwords confidential and do not share, distribute or otherwise permit any other person to use their username or password on the Site. Company further agrees that all actions taken by Company or any other user using Company's username or password, or an individual username and password associated with a Company user, at or through the Site will be attributed to and legally bind Company and the applicable user, even with respect to acts for which Company or user had no actual authority or made in error.

Further, Company agrees not to disrupt, modify or interfere with the Site or its associated software, hardware, servers or Content in any way, and agrees not to impede or interfere with others' use of the Site or Content. Company shall ensure that no user accessing the Site or Content alters or tampers with any information or materials on, or associated with, the Site.

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 password has been issued 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. In no event and under no circumstances, including negligence, shall Licensor or any of its officers, directors, partners, shareholders, managers, employees, affiliates, subsidiaries or agents be liable for any damages, including, without limitation, any indirect, punitive, exemplary, incidental, special or consequential damages, arising out of or in connection with the Site, the associated services, this Agreement, or any course or Content. Licensor shall not be held liable for any delays, inaccuracies, errors or omissions in the services, the Site or Content, or in the transmission of all or any part thereof of the Site or Content or for any damages arising from any of the foregoing.

Any opinions, advice, statements, services, offers, or other information that constitute part of the content expressed or made available by third parties in any Content are not those of Licensor, and Licensor shall have no liability associated with those in any way.

Company agrees that any supplier of any portion of the Content may enforce its rights against Company or a Company user, even though that supplier is not a party to this Agreement.

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 does not control such websites and is not responsible for their content or accuracy and does not endorse these sites. In the event the Site provides hyperlinks to other Internet sites that are not operated or maintained by Licensor, Company acknowledges and agrees that Licensor is not responsible for and is not liable for the content, products, services or other materials on or available from such 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. Any such sites are likely to set forth specific terms of use and privacy policies that Company should review. 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.

Company's sole and exclusive remedy for any liability of Licensor hereunder, if any, for any claims for damages regardless of the nature of the claim, whether based in contract or negligence or otherwise, shall be limited to the amount of the charges paid by Company for the Content.

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 will not attempt to adapt, translate, decompile, disassemble, reverse engineer, or amend the Site, any Licensor software, or any Content. Further, Company 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.

Company is further expressly prohibited from placing or installing all or any portion of the Content or information from the Site on any electronic media, including, but not limited to, local or wide area networks, timesharing services, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, world wide web sites or any other service that is internet or network-enabled, without the express written consent of Licensor.

Certain trademarks are the service marks and trademarks of Licensor or one of its affiliates. The domain name(s) for the Site, all page headers, custom graphics, and button icons are service marks, trademarks, logos, and/or trade dress of Licensor. All other trademarks, service marks, trade dress, product names, company names or logos, whether registered or not, on the Site are the property of their respective owners. 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. AS IS, WHERE IS. LICENSOR AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AFFILIATES, SUBSIDIARIES AND ANY OF THEIR AGENTS PROVIDE THE SITE, RELATED SERVICES, AND CONTENT "AS IS" "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED OR STATUTORY. LICENSOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, 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.

6. Company and User Representations and Warranties. Company represents and warrants to Licensor that (a) Company possesses the legal right and ability to enter into this Agreement, (b) all information submitted by Company to the Site is true and accurate, (c) Company will be responsible for all use of Company's username and password, and all users of Company and (if applicable) their usernames and passwords, even if such use was conducted without Company's authority or permission, (d) each user of Company is at least 18 years old, and (e) Company will not use the Site or any Content for any purpose that is unlawful, unethical or prohibited by this Agreement. Company further represents, warrants

and covenants that it will ensure that all contract and other information provided to Licensor remains accurate and complete.

Company acknowledges that the Site contains confidential and proprietary information of Licensor, and Company hereby agree to take all necessary precautions to safeguard the confidentiality of the Content and all information accessed by Company and Company users on the Site (collectively, the "Protected Information"), exercising an appropriate degree of care suitable for the sensitivity of such information. Company agrees to immediately notify Licensor if Company becomes aware of any unauthorized use or disclosure of the Protected Information (or if Company believes such unauthorized use or disclosure has occurred), and to take all necessary actions to prevent use or disclosure of the Protected Information in breach of this Agreement or applicable law.

Company agrees that it will not, and will not allow any Company user to, upload, submit, or otherwise transmit or attempt any of the following, either through Company or a third party, any material that:

(i) is unlawful, defamatory, scandalous, vulgar or obscene, indecent, pornographic, sexually explicit or suggestive, racially, culturally, or ethnically offensive, harmful, harassing, abusive or otherwise improper or discriminatory;

(ii) infringe another's intellectual property or similar proprietary rights, rights of publicity or privacy or any other rights of ours or of any other person, firm or enterprise under this Agreement or any other applicable body of law or treaty, whether arising under the jurisdiction of the United States or under any other local foreign laws;

(iii) contains viruses or other harmful, disruptive, or malicious computer code that interferes with the normal operation of the Site, including any transmission of junk e-mail, chain letters, duplicative or unsolicited messages, surveys, contents, pyramid schemes, or so-called "spamming" and "phishing";

(iv) causes harm, harasses anyone or which may prevent, prohibit, inhibit, restrict or otherwise impair others from using or enjoying the Site;

(v) affects Licensor or any Licensor parent, subsidiary or affiliate adversely or reflects negatively on them, their goodwill, name or reputation or cause duress, distress or discomfort to them or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier or tenant to Licensor in connection with the Site;

(vi) unless approved by Licensor, is used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web pages; or

(vii) creates a false identity or account for any purpose.

Licensor reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of Company's or a Company user's access and/or account. Licensor may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Licensor reserves the right at all times to disclose any information as Licensor deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Licensor's sole discretion.

7. 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.

8. Global Data. IF PERSONAL DATA FROM THE EUROPEAN ECONOMIC AREA WILL BE TRANSFERRED OUTSIDE OF THE EUROPEAN ECONOMIC AREA, THEN IN ACCORDANCE WITH GLOBAL DATA PROCESSING REGULATIONS, THE PARTIES SHALL SIGN CONCURRENTLY WITH THE SIGNING OF THIS AGREEMENT, THE STANDARD CONTRACTUAL CLAUSES FOR PROCESSORS ISSUED BY THE EUROPEAN COMMISSION (CONTROLLER TO PROCESSOR) ("EU SCCS") TO FACILITATE THE TRANSFER OF PERSONAL INFORMATION TO COUNTRIES OUTSIDE OF THE EUROPEAN UNION. FURTHERMORE, IF AT ANY TIME COMPANY WILL HAVE PERSONAL INFORMATION OF COMPANY AND/OR AUTHORIZED USER ORIGINATING FROM A EUROPEAN UNION COUNTRY, COMPANY IS REQUIRED TO IMMEDIATELY NOTIFY COASTAL IN WRITING AND IMMEDIATELY EXECUTE THE EU SCCS WITH COASTAL, WHICH WILL BE PROVIDED BY COASTAL TO COMPANY.

Upon termination or expiration of term of access and in accordance with the terms stated herein, Company will be entitled to retrieve its Personal Information

up to ninety (90) days after termination or expiration, (“Retrieval Period”). Coastal will delete Company’s Personal Information from its systems following the Retrieval Period unless applicable law requires storage of the Personal Information.

The Global Data Processing Addendum is available at <https://www.dsslearning.com/global-data-processing-addendum>

9. 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.

Any notices to Company from Licensor regarding the Site, Content or this Agreement will be posted on this Site or conveyed by e-mail or other mail service as Licensor determines, in its sole discretion. Company agrees that all agreements, notices, disclosures and other communications that Licensor provides to it electronically satisfies any legal requirement that such communications be in writing. Company furthers agree that any notices provided by Licensor electronically are deemed to be given and received on the date Licensor transmits any such electronic communication as described in this Agreement.

This Agreement is personal to Company, which means that neither Company nor any Company user may assign its rights or obligations under this Agreement to any third party.

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. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Delaware, United States of America. User hereby agrees to the jurisdiction of any federal or state court located in Delaware, United States of America. The parties expressly exclude the application of the United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act to this Agreement.