

Please read the terms carefully. By activating an account with BHC Training, LLC or signing a licensing agreement that incorporates these terms by reference, you confirm your agreement to these terms on behalf of the organization you are registering, and you confirm that you personally are authorized to accept these terms on that organization's behalf. This is a binding legal agreement.

GENERAL TERMS AND CONDITIONS FOR BHC TRAINING, LLC. ("GTC")

This General Terms and Conditions for BHC TRAINING, LLC. (the "GTC" or "Terms of Use") governs the use of the Services by the organization registered by you ("Customer"), as licensed by BHC Training, LLC. (BHC TRAINING) and will be effective when accepted by Customer in connection with a licensing agreement or student enrollment. This GTC combined with the Enrollment Form/Student Enrollment constitutes a complete binding legal agreement between BHC TRAINING and Customer and sets forth the terms and conditions that govern the LMS Services provided by BHC TRAINING to Customer – please read carefully. The terms of this GTC are subject to change after 30 days' notice is given by BHC TRAINING via this website, and as such the Customer is solely responsible for checking this website for changes to this GTC. The parties agree as follows:

1. DEFINITIONS

Capitalized terms used in this document are defined in the Glossary.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.

- (a) BHC TRAINING grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials (as applicable), BHC TRAINING Content and Documentation solely for Customer's and its Affiliates' business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.
- (b) BHC TRAINING further grants to Customer solely during the Subscription Term, the right to download and use the Learning Resources or portions thereof in combination with Customer's (non-BHC TRAINING) learning material, with the express obligation that Customer remove and return or destroy all Learning Resources upon expiration or termination of the Subscription Term; BHC TRAINING may audit Customer' compliance with this post-Subscription Term obligation once annually for the two years following expiration or termination of the Agreement. Further, BHC TRAINING prohibits Customer from using BHC TRAINING Content on a third party Learning Management System.

2.2 Authorized Users.

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Enrollment Form. Access credentials for the Cloud Service may not be used by more than one individual and is non transferrable. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.

With respect to the Cloud Service, Customer will not:

- (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
- (c) circumvent or endanger its operation or security.
- (d) use in high-risk activities including, without limiting the generality of the foregoing, in any direct or active operations of any equipment in any nuclear, aviation, mass transit, or medical applications, or in any other inherently dangerous operation.

2.4 Verification of Use.

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. BHC TRAINING may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.

BHC TRAINING may suspend or limit use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. BHC TRAINING will promptly notify Customer of the suspension or limitation. BHC TRAINING will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.

The Cloud Service may include integrations with web services made available by third parties (other than BHC TRAINING' Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

2.7 Mobile Access to Cloud Service

If applicable, Authorized Users may access certain LMS Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

2.8 On-Premise Components.

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer. The System Availability SLA does not apply to these components.

2.9 Third-Party Application.

If Customer installs or enables a third-party application for use with a Cloud Service, Customer (i) is solely responsible for obtaining and maintaining the license or other rights for its use of the third-party application, and (ii) grants BHC TRAINING permission to allow the provider of that third-party application to access Customer Data as required for the interoperation of the third-party application and the Cloud Service.

2.10 Free Trials.

BHC Training does not provide free trials.

3. BHC TRAINING RESPONSIBILITIES

3.1 Provisioning.

BHC TRAINING provides access to the Cloud Service as described in the Agreement. BHC TRAINING reserves the right to modify the course offerings and content of the online course library at any time.

3.2 Service Level Agreement and Support.

If the parties have accepted an Enrollment Form with a paid Subscription Term for the Cloud Service, the Service Level Agreement shall apply.

3.3 Security.

BHC TRAINING will implement and maintain appropriate technical and organizational measures to protect the personal data processed by BHC TRAINING as part of the Cloud Service.

3.4 Modifications.

- (a) The Cloud Service and BHC TRAINING Policies may be modified by BHC TRAINING. BHC TRAINING will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.
- (b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to BHC TRAINING within thirty days after receipt of BHC TRAINING' informational notice.

3.5 Analyses.

BHC TRAINING or BHC TRAINING' Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Consulting Services, as set forth below ("Analyses"). Analyses will anonymize and aggregate information and will be treated as Cloud Materials. Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Cloud Service and Consulting Services. Analyses may be used for the following purposes:

- a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new BHC TRAINING products and services,
- b) improving resource allocation and support,
- c) internal demand planning,
- d) training and developing machine learning algorithms,
- e) improving product performance,
- f) verification of security and data integrity
- g) identification of industry trends and developments, creation of indices and anonymous benchmarking

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to BHC TRAINING (including BHC TRAINING' Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to provide and support the Cloud Service.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from BHC TRAINING.

4.4 Access to Customer Data.

- (a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case BHC TRAINING and Customer will find a reasonable method to allow Customer access to Customer Data.
- (b) Before the Subscription Term expires, if available, Customer may use BHC TRAINING' self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service. Alternatively, Customer may request data export through support ticket.
- (c) At the end of the Agreement, BHC TRAINING will retain the Customer Data remaining on servers hosting the Cloud Service for up to 5 years. Retained data is subject to the confidentiality provisions of the Agreement.
- (d) In the event of third party legal proceedings relating to the Customer Data, BHC TRAINING will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. CONSULTING SERVICES

If applicable, BHC TRAINING will provide the Consulting Services, as mutually agreed by Customer and BHC TRAINING under a Statement of Work ("SOW"); such SOW(s) shall be subject to the terms of the GTC.

6. FEES AND TAXES

6.1 Fees and Payment.

Customer will pay fees as stated in the Enrollment Form. Customer will be invoiced on Start Date (as provided in the applicable Enrollment Form) for enrollment fees. For each Subsequent month, Customer will be invoiced for monthly maintenance fee and student enrollment and renewal fees. BHC TRAINING will also invoice Customer at the time Customer adds any enhanced or additional LMS Services. BHC TRAINING may provide invoices to an email address provided by Customer. Fees for non- recurring services will be invoiced by BHC TRAINING on a one-time basis and paid by Customer upon commencement of the Subscription Term. After prior written notice, BHC TRAINING may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Enrollment Forms are non-cancellable and fees non-refundable.

6.2 Excess Use

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in the Enrollment Form. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. BHC TRAINING may invoice and Customer will pay for excess use based on applicable pricing in the Enrollment Form. Customer will execute an additional

Enrollment Form to document subscriptions for additional Usage Metrics and their volume.

6.3 Taxes.

Fees and other charges imposed under an Enrollment Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than BHC TRAINING' income and payroll taxes. Customer must provide to BHC TRAINING any direct pay permits or valid tax-exempt certificates prior to signing an Enrollment Form. If BHC TRAINING is required to pay taxes (other than its income and payroll taxes), Customer will reimburse BHC TRAINING for those amounts and indemnify BHC TRAINING for any taxes and related costs paid or payable by BHC TRAINING attributable to those taxes.

6.4 Fee Increases

BHC TRAINING may increase fees. Customer will be notified 90 days in advance and may elect to terminate services. Not raising fees is not a waiver of BHC TRAINING' right to do so. BHC TRAINING may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume.

6.5 Payment

Customer will pay to BHC TRAINING all fees due within thirty (30) days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

7. PERSONAL DATA

Personal Data shall remain confidential and is only accessible by the customer and BHC Training employees.

8. TERM AND TERMINATION

8.1 Term.

BHC Training does not have term limits. The customer will be charged a \$750 early termination fee should they cancel services within the first 12 months of signing the enrollment agreement.

8.2 Termination.

A party may terminate the Agreement:

- (a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,
- (b) as permitted under Sections 3.4(b), 9.3(b), or 10.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 13 or 14.6.

8.3 Refund and Payments.

There are no refunds for fees and services.

8.4 Effect of Expiration or Termination.

Upon the effective date of expiration or termination of the Agreement:

- (a) Customer's right to use the Cloud Service (including accessing course library and BHC TRAINING Content) and all BHC TRAINING Confidential Information will end..

8.5 Survival.

Sections 1, 6, 8.3, 8.4, 8.5, 10, 11, 12, 13, and 14 will survive the expiration or termination of the Agreement.

9. WARRANTIES

9.1 Compliance with Law.

Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

- (a) in the case of BHC TRAINING, the operation of BHC TRAINING' business as it relates to the Cloud Service, and
- (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

9.2 Good Industry Practices.

BHC TRAINING warrants that it will provide the Cloud Service:

- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

9.3 Remedy.

Customer's sole and exclusive remedies and BHC TRAINING' entire liability for breach of the warranty under Section 9.2 will be:

- (a) the re-performance of the deficient Cloud Service, and
- (b) if BHC TRAINING fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of BHC TRAINING' failure to re-perform.

9.4 System Availability.

- (a) BHC TRAINING warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").
- (b) Customer's sole and exclusive remedy for BHC TRAINING' breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow BHC TRAINING' posted credit claim procedure. When the validity of the service credit is confirmed by BHC TRAINING in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.
- (c) In the event BHC TRAINING fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of at least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing BHC TRAINING with written notice within thirty days after the failure.

9.5 Warranty Exclusions.

The warranties in Sections 9.2 and 9.4 will not apply if:

- (a) the Cloud Service is not used in accordance with the Agreement or Documentation,
- (b) any non-conformity is caused by Customer, or by any product or service not provided by BHC TRAINING, or
- (c) the Cloud Service was provided for no fee.

9.6 Disclaimer.

Except as expressly provided in the Agreement, neither BHC TRAINING nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of BHC TRAINING or product roadmaps in obtaining subscriptions for any Cloud Service.

10. THIRD PARTY CLAIMS

10.1 Claims Brought Against Customer.

- (a) BHC TRAINING will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. BHC TRAINING will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement BHC TRAINING enters into) with respect to these claims.
- (b) BHC TRAINING' obligations under Section 10.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by BHC TRAINING, or (iii) use of the Cloud Service provided for no fee.
- (c) In the event a claim is made or likely to be made, BHC TRAINING may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, BHC TRAINING or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

10.2 Claims Brought Against BHC TRAINING.

Customer will defend BHC TRAINING against claims brought against BHC TRAINING and its Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify BHC TRAINING against all damages finally awarded against BHC TRAINING and its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

10.3 Third Party Claim Procedure.

- (a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.

- (b) The party that is obligated to defend a claim will have the right to fully control the defense.
- (c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

10.4 Exclusive Remedy.

The provisions of Section 10 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

11. LIMITATION OF LIABILITY

11.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

- (a) the parties' obligations under Section 10.1(a) and 10.2,
- (b) unauthorized use or disclosure of Confidential Information,
- (c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,
- (d) death or bodily injury arising from either party's gross negligence or willful misconduct, or
- (e) any failure by Customer to pay any fees due under the Agreement.

11.2 Liability Cap.

Subject to Sections 11.1 and 11.3, the maximum aggregate liability of either party (or its respective Affiliates or BHC TRAINING' subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

11.3 Exclusion of Damages.

Subject to Section 11.1:

- (a) neither party (nor its respective Affiliates or BHC TRAINING' subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and
- (b) BHC TRAINING will not be liable for any damages caused by any Cloud Service provided for no fee.

11.4 Risk Allocation.

The Agreement allocates the risks between BHC TRAINING and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 BHC TRAINING Ownership.

BHC TRAINING, BHC TRAINING' Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, BHC TRAINING Content, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to BHC TRAINING and its licensors.

12.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data. BHC TRAINING may use Customer-provided trademarks solely to provide and support the Cloud Service.

12.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against BHC TRAINING and its Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, BHC TRAINING Content or Consulting Services.

13. CONFIDENTIALITY

13.1 Use of Confidential Information.

- (a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 13. Customer will not disclose the Agreement or the pricing to any third party.
- (b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 13.
- (c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

13.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

- (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
- (b) is generally available to the public without breach of the Agreement by the receiving party,
- (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
- (d) the disclosing party agrees in writing is free of confidentiality restrictions.

13.3 Publicity.

Neither party will use the name of the other party in publicity activities without the

prior written consent of the other, except that Customer agrees that BHC TRAINING may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of BHC TRAINING' marketing efforts (including reference calls and stories, press testimonials, site visits). Customer agrees that BHC TRAINING may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with BHC TRAINING.

14. MISCELLANEOUS

14.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

14.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

14.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures.

14.4 Regulatory Matters.

BHC TRAINING Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit BHC TRAINING Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export BHC TRAINING Confidential Information to countries, persons or entities if prohibited by export laws.

14.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Enrollment Form with copy to the legal department. Notices by BHC TRAINING relating to the operation or support of the Cloud Service and those under Sections 3.4 and 6.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Enrollment Form.

14.6 Assignment.

Without BHC TRAINING' prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. BHC TRAINING may assign the Agreement to BHC TRAINING Affiliates.

14.7 Subcontracting.

BHC TRAINING may subcontract parts of the Cloud Service or Consulting Services to third parties. BHC TRAINING is responsible for breaches of the Agreement caused by its subcontractors.

14.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

14.9 Force Majeure.

Any delay in performance (other than for the payment of amounts due) caused by

conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

14.10 Governing Law.

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Philadelphia, Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

14.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between BHC TRAINING and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if BHC TRAINING accepts or does not otherwise reject the purchase order.

Glossary

- 1.1 "Active Users"** is a pricing metric that measures each User that logs into the Cloud Service in a calendar month; Customer is not authorized to exceed the number of Active Users licensed hereunder in a calendar month. For clarity, once a User becomes an Active User for the thirty-day period, there is no limit to the number of times they can log in within that thirty-day period.
- 1.2 "Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.3 "Agreement"** means collectively, this GTC along with the Enrollment Form referencing this GTC. Each Enrollment Form in combination with this GTC constitutes a separate Agreement between Customer and BHC TRAINING. If there is conflict between the terms of this GTC and an Enrollment Form, then the terms of such Enrollment Form shall prevail, but only with respect to the LMS Services licensed through that particular Enrollment Form.
- 1.4 "Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of
 - (a) Customer,
 - (b) Customer's Affiliates, and/or

(c) Customer's and Customer's Affiliates' Business Partners.

- 1.5 “Business Partner”** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.
- 1.6 “BHC TRAINING Content”** means Content and Learning Resources created by or for BHC TRAINING, or otherwise provided by BHC TRAINING to Customer. Unless excepted, “BHC TRAINING Content” is included in each reference to LMS Services in this Agreement.
- 1.7 “BHC TRAINING Policies”** means the operational guidelines and policies applied by BHC TRAINING to provide and support the Cloud Service as incorporated in an Enrollment Form.
- 1.8 “Cloud Service”** means any distinct, subscription-based, hosted, supported and operated on- demand solution provided by BHC TRAINING under an Enrollment Form. The term “Cloud Service” includes On-Demand Service (as provided in an applicable Enrollment Form), BHC TRAINING Content and Learning Management Systems.
- 1.9 “Cloud Materials”** mean any materials provided or developed by BHC TRAINING (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.
- 1.10 “Confidential Information”** means
- (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
 - (b) with respect to BHC TRAINING: (i) the Cloud Service, Documentation, Cloud Materials, BHC TRAINING Content and analyses under Section 3.5, and (ii) information regarding BHC TRAINING research and development, product offerings, pricing and availability.
 - (c) Confidential Information of either BHC TRAINING or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- 1.11 “Consulting Services”** means professional services, such as implementation, configuration, custom development and training, performed by BHC TRAINING' employees or subcontractors as described in any Enrollment Form and which are governed by the Supplement for Consulting Services or similar agreement.
- 1.12 “Content”** means courseware content that is created or viewed within a Learning Management System (including, without limitation, artwork, images, text, audio, video, messaging, Internet links, software and other related creative elements and works of authorship).
- 1.13 “Customer Content”** means courses proprietary to Customer or a third party that Customer creates, launches or administers in the Litmos LMS.

- 1.14 “Customer Data”** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include BHC TRAINING’ Confidential Information.
- 1.15 “Documentation”** means BHC TRAINING’ then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.
- 1.16 “Learning Management System” or “LMS”** means a cloud-based learning management system through which a learner can register and participate in Content, and a learning manager can administer and view reports on the learner’s activities; the LMS may enable Customer to create and view Customer Content. “LMS” means the proprietary learning management system that BHC TRAINING provides to Customer under an Order.
- 1.17 “Learning Resources”** means (other-than subscribed course) items that Customer may download from the course library, or that BHC TRAINING may otherwise provide, such as ancillary learning material like workbooks, graphics, or course-completion promotional collateral that Customer may use pursuant to this Agreement to supplement subscribed courses in its internal curriculum to its learners. Unless excepted, “Learning Resources” is included in each reference to BHC TRAINING Content in this Agreement.
- 1.18 “Named Users”** means a specific User that has login access to LMS Services during the annual term.
- 1.19 “Enrollment Form”** means the ordering document for a Cloud Service that references the GTC. The term “Enrollment Form” includes but is not limited to Schedule, Sales Order, Order, Renewal Order or similar so-titled documents, along with all of its exhibits and attachments, which is issued pursuant to or refer to this GTC and is executed by Customer and BHC TRAINING.
- 1.20 “Subscription Term”** means the term of a Cloud Service subscription identified in the applicable Enrollment Form, including all renewals.
- 1.21 “Supplement”** means as applicable, the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Enrollment Form.
- 1.22 “Usage Metric”** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Enrollment Form.
- 1.23 “Users”** shall mean any person, third party, or entity that has login access to LMS Services.