

The Center of Applied Data Science  
( <https://cads.ai> )

## Data Driven Organization Maturity Assessment Terms & Conditions.

### 1. **Term.**

The Term of this Order Form will be 1 month from the Launch Date. Upon expiration of the Term, company associated users shall lose paid access to any purchased tests (including incomplete tests). Company admins will retain access to dashboards associated with their purchases going forward but those dashboards will not update beyond information collected during the term. If the client resumes paid subscription services with CADs or purchases testing services again all dashboards will reactivate with updated data. All information pertaining to the results of the purchased tests will delivered no later than 1 week after the end of term.

### 2. **Launch Date.**

"Launch Date" shall mean the date that CADS gives "super administrator" access to Organization, which shall give Organization the ability to invite Users to access Content Services. The Launch Date shall be evidenced by an e-mail notification to Organization. Launch for each year shall not occur unless payment for the selected package is received by CADS prior to its corresponding Launch Date.

### 3. **Transferability.**

This agreement is not transferrable between client and another business. All user accounts belong to the associated users and services to those users remain beyond the term. A full refund can be requested in writing and will be honoured if the request is received prior to the end of term and prior to client activation of any test result information.

## **Obligations.**

### **TERMS AND CONDITIONS**

a. As of the Launch Date (as defined herein), CADS grants to Organization and its users ("**Users**") a non-exclusive, non-transferable, revocable right to access and use the User Services and Content Services (collectively, "**Services**") subject to the terms and conditions set forth in this Order Form. "**User Services**" means (i) customizable landing page featuring the Organization logo, (ii) User engagement reports, "**Courses**" or "**Specializations**" means courses and specializations from the world's top universities and instructors, for consumption via the proprietary platform developed by CADS ("**Platform**"). "**User License**" means the right for a single User to access the Content Services for an unlimited number of Enrollments. "**Enrollment**" means registration to participate in a single Course, and such Enrollment shall be deemed used once a User registers for a Course and does not either (i) manually opt out or (ii) automatically unenrolled due to low activity, in both cases during the trial period.

b. if no learning plan is chosen, Organization's unrestricted access to CADS's full catalogue shall include Courses and Specializations available to CADS for Business (excluding any content for which creators have opted out of the CADS for Business catalogue, and industry and credit-eligible and/or credit-bearing university certificate organization will collaborate with CADS to jointly market and promote the relationship contemplated by this Order Form as well as the value of CADS services to Organization. CADS may, in accordance with Organization's branding guidelines, use Organization's name and logo(s) to list Organization as a customer and create mutually acceptable case studies highlighting the relationship of the Parties. CADS may identify Organization and provide the number of participating

Organization Users to the creators and instructors of Courses and/or Specializations accessed by Organization's Users. Neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Order Form or the performance of Services hereunder. In addition, the Parties may, subject to mutual agreement as to the specific content, issue joint publicity materials, including, but not limited to, press releases. Other than as set forth herein, neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Order Form or the performance of Services hereunder.

c. The Parties will cooperate to ensure each User's compliance with CADS's user policies. Each party will respect the confidentiality and privacy of such User data and operate in accordance with applicable law with respect to its use and handling of same.

d. The rights set out in Section 1(a) do not include the right to, and Organization will not (either directly or indirectly): (i) copy, sublicense, rent, lease, barter, swap, resell, or commercialize the Platform, Courses, or Specializations, in whole or in part; (ii) transfer, transmit, enable, or allow access to or use of the Platform, Courses, or Specializations, whether in whole or in part, by any means, to a third party; (iii) create external derivative works of the Platform, Courses, or Specializations; (iv) use the Platform, Courses, or Specializations in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene, or otherwise objectionable in CADS's reasonable discretion; (v) "crawl," "scrape," "spider," or otherwise copy or store any portion of the Platform, Courses, or Specializations for any purpose not contemplated under this Order Form (e.g., in order to mimic the functionality and/or output of the Platform, Courses, or Specializations, in whole or in part); (vi) disassemble, reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying logic of any portion of the Platform, Courses, or Specializations; (vii) use the Platform, Courses, or Specializations as part of any machine learning or similar algorithmic activity; or (viii) publish or distribute the Platform, Courses, or Specializations, or materials derived from the Platform, Courses, or Specializations, to third parties.

## **2. Intellectual Property.**

CADS retains all rights, titles, and interests in and to the Platform, Courses, and Specializations and improvements thereto, together with any tools, materials, specifications, guidelines, and instructions provided by CADS to Organization, as well as all intellectual property rights, including all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights. Organization will not remove, obscure, or alter any copyright or trademark notices or other notices provided in or through the Platform, Courses, or Specializations. Any rights not expressly granted to Organization in this Order Form are reserved by CADS.

## **3. Taxes.**

Organization will be responsible for the payment of all federal, state, and local sales, use, value added, or other taxes that are levied or imposed on it by reason of the transactions under this Order Form (other than for taxes based on CADS's income). If a Party is required to pay any taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party. For the avoidance of doubt, only withholding tax obligations of Organization required by a valid applicable regulation, if any, may be deducted from the amount payable to CADS by Organization. If Organization is claiming tax exempt status, Organization shall provide sufficient evidence of tax exemption status from applicable state and federal tax.

#### **4. Term.**

The term of this Order Form shall commence on the Effective Date and shall continue in full force and effect for the agreed upon period from the Launch Date, unless terminated in accordance with Section 6 (Termination) (the "**Term**"). Upon expiration of the Term, access to the Platform will no longer be made available by CADS under this Order Form (including paid access to uncompleted Courses).

#### **5. Termination.**

a. Termination for Breach. Either Party may suspend performance or terminate this Order Form if: (i) the other Party is in material breach of the Order Form and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

b. Effects of Expiration or Termination. Upon expiration or termination of this Order Form for any reason: (i) all rights granted and obligations incurred by one Party to the other that are intended to cease upon expiration or termination will cease immediately; (ii) upon request each Party will promptly return or destroy all Confidential Information of the other Party; and (iii) all Services shall immediately cease.

#### **6. Confidential Information.**

a. Obligations. Each Party will: (i) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (ii) not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential and who are trained and reliable. Each Party (and any affiliates, employees, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Order Form, while using reasonable care to protect it. Each Party is responsible for any actions of its affiliates, employees, and agents in violation of this section. "**Confidential Information**" means information disclosed by a Party to the other Party under this Order Form that is marked as confidential or would normally be considered confidential under the circumstances.

b. Exceptions. Confidential Information does not include information that: (i) the recipient of the Confidential Information already knew; (ii) becomes public through no fault of the recipient; (iii) was independently developed by the recipient; or (iv) was rightfully given to the recipient by another Party.

c. Required Disclosure. Each Party may disclose the other Party's Confidential Information when required by law and must notify the other party of such disclosure.

#### **7. Representations and Disclaimers.**

a. Representations. Each Party represents that: (i) it has full power and authority to enter into the Order Form; and (ii) it will comply with all laws and regulations applicable to its performance of its obligations under this Order Form. Notwithstanding any other provision of this Order Form, neither Party shall take any action or omit to take any action under this Order Form or in connection with its business that would cause it to be in violation, in any applicable jurisdiction.

b. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. CADS PROVIDES ITS PRODUCTS AND SERVICES "AS IS" AND DOES NOT WARRANT THAT THE OPERATION OF ITS PRODUCTS AND SERVICES WILL BE ERROR- FREE OR UNINTERRUPTED. CADS MAKES NO

REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

#### **8. Indemnification.**

a. By Organization. Organization will indemnify, defend, and hold harmless CADS from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Organization brand features or other content used in accordance with this Order Form infringe or misappropriate any intellectual property rights of a third party; or (ii) involving actions by Users and other individuals associated with Organization (e.g., harassment on forums, plagiarism).

b. By CADS. CADS will indemnify, defend, and hold harmless Organization from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that CADS's technology used to provide the Platform or any CADS brand features used in accordance with this Order Form infringe or misappropriate any intellectual property rights of such third party. Notwithstanding the foregoing, in no event shall CADS have any obligations or liability under this section arising from: (i) use of the Platform or CADS brand features in a modified form or in combination with materials not furnished by CADS; or (ii) any content, information, or data provided by Organization, Users, or other third parties.

c. General. The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party has full control and authority over the defense, except that: (i) any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (ii) the other Party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

#### **9. Limitation of Liability.**

a. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS ORDER FORM FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

b. Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS ORDER FORM FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY ORGANIZATION TO CADS FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM ALLEGING LIABILITY UNDER THIS SECTION IS RAISED BY EITHER PARTY.

c. Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a Party's intellectual property rights by the other Party, or indemnification obligations.