

MOODLEROOMS, INC. SERVICES SCHEDULE

This MOODLEROOMS, INC. SERVICES SCHEDULE (“Schedule”) applies to all contracted for uses of Moodlerooms, Inc. services (the “Service”) and is entered into by and between the legal entity purchasing the Service (“Customer”) and Moodlerooms, Inc. (“Moodlerooms”) (collectively, the “Parties” and each individually, a “Party”). This Schedule is a “Schedule” as defined in the Blackboard Master Terms (the “Master Terms”) and together with the Master Terms and the Order Form pursuant to which the Service is ordered by Customer (the “Order Form”) constitutes the “Agreement” between Moodlerooms and Customer. Customer wishes to utilize the Service, on behalf of itself and the students, teachers, administrators and schools that are permitted to use the Service under the Agreement (collectively, “Customer End Users”). The Service will be provided to Customer and Customer End Users subject to and in accordance with the terms and conditions of the entire Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged. Accordingly, the Parties hereby agree as follows:

1. **The Moodlerooms Service.** In consideration for the payment by Customer of all fees set forth in the Order Form, Moodlerooms shall provide Customer and Customer End Users with the Service(s) specified therein. The Service(s) subject to this Agreement may include one or more of the following provided by Moodlerooms:

- a. To the extent purchased by Customer, any Software-as-a-Service provisioned from Moodlerooms, such as any version of the Joule Learning Management System or any version of the Power Learning Management System (the “SaaS Service”); and/or
- b. To the extent purchased by Customer, professional services including Moodle hosting, consulting, support, implementation and training services; Moodle course conversion services; and/or Moodle customization services (“Professional Services”).
- c. For the purposes of this Schedule, all references in the Master Terms to Software, shall mean the SaaS Service.

2. **Provisions Applicable Only to SaaS Service.** The following provisions apply to any form of the SaaS Service purchased by Customer as specified on the Order Form:

- a. **Web-based License; Reservation of Title.** If purchased by Customer as specified on the Order Form, Moodlerooms grants to Customer and Customer End Users, and Customer and Customer End Users accept, a nonexclusive license and right to use the SaaS Service via the Internet and use the user documentation related to the SaaS Service (the “Documentation”) only as authorized in the Agreement, for its own purpose and operations, during the Term. The SaaS Service will not be provided to Customer or Customer End Users in CD-ROM form (or any other form of media) and will not be installed on any servers or other computer equipment owned or otherwise controlled by Customer or Customer End Users. Instead, the SaaS Service will be hosted by Moodlerooms and accessed and used by Customer and Customer End Users through the use of the Internet and Customer’s and/or Customer End Users’ computers. The SaaS Service as used by Customer and Customer End Users remains the property of Moodlerooms and all title to the SaaS Service and Documentation remains with Moodlerooms, excluding materials, such as code, documentation or services, which are licensed from Moodle.
- b. **Use Limitations.** The maximum number of Customer End Users using the SaaS Service shall not exceed the “Active User Limit” specified in the Order Form. For this purpose, “Active User” means a user who has an account in the Moodlerooms Learning Management Platform and is also enrolled in a visible course irrespective of whether the course is then currently in use by Customer. “Suspended” users (a user account that is deactivated so that the user can no longer access the system until the account is activated again by the site administrator) or users with all enrollments suspended shall not be included in the Active User count. Customer’s and/or Customer End Users’ use of the SaaS Service may not exceed the scope of these use provisions without the express written agreement of Moodlerooms and Customer’s payment of an additional fee as reasonably determined by Moodlerooms.
- c. **Storage Limitations.** In addition, if Customer exceed its storage limitation set forth in the Order Form, then Moodlerooms reserves the right to charge Customer for the overage in accordance with Moodlerooms’ then current rate and take actions necessary to remediate Customer’s usage to the amounts set forth in the Order Form, including but not limited to cessation of Customer’s back-ups or other activities that may result in a SaaS Service outage.
- d. **Accessibility.** Moodlerooms will provide Customer and Customer End Users with access during the Term to the latest supported version of the SaaS Service via the Internet from a hosting facility that Moodlerooms, or its delegates, operate on a 24 x 7 basis (excluding Scheduled Downtime, as defined below).
- e. **SaaS Service Standards.** In all events, in performing the Services under this Agreement, Moodlerooms will use due care and reasonable diligence in accordance with applicable professional standards of practice for like services, as such standards apply (and develop from time to time) in providing comparable services for companies of like size to Customer. In addition, Moodlerooms will use commercially reasonable efforts to achieve the service levels set forth at <https://blackboard.secure.force.com/publicbarticleview?id=kA57000000PB0o>, with such terms governing the applicable managed hosting or SaaS services.
- f. **Maintenance.** Moodlerooms may make the SaaS Service temporarily unavailable for purposes of implementing core changes to the SaaS Service generally, including platform upgrades, routine maintenance and back-up, and/or changes to remedy any technical failures (“Scheduled Downtime”). Any core platform changes will be deployed according to a schedule determined by Moodlerooms in its sole discretion in order to ensure the consistent and stable performance of all platform applications. Moodlerooms shall provide forty-eight (48) hour advance notice to Customer in the event of any Scheduled Downtime. Moodlerooms shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Service in connection with downtime, whether or not such downtime is Scheduled Downtime. Customer shall not be entitled to any service credits relating to Scheduled Downtime.
- g. **Upgrades.** Moodlerooms may deploy periodic updates and releases of the SaaS Service, which are generally made available to its other subscribers, including patches and/or fixes, as they are made available during the Term. Moodlerooms will solely determine and announce all planned releases.
- h. **Certain Customer Responsibilities.** Customer is responsible for maintaining the desktop computers of Customer End Users and providing Customer End Users network access to the SaaS Service. Customer shall provide connectivity and security for the Internet for its location(s) for purposes of providing adequate access to SaaS Service hosted at the Moodlerooms hosting facility. Moodlerooms shall not be responsible for the reliability or continued availability of the communication lines, or the corresponding security configurations, used by Customer in accessing the Internet to access the SaaS Service. Customer shall provide adequate industry “best practice” standards to ensure reasonable security for integration between applications at the Customer site and the SaaS Service hosted by Moodlerooms. Customer shall advise Moodlerooms of any changes to Customer’s operations, vendor relationships, primary contact or other information that would require a change in the support, operation or configuration of the hosted SaaS Service. Examples of Customer’s responsibilities include but are not limited to the following: (i) staying within allotted storage space; (ii) course creation; (iii) loading and removing courses; (iv) maintaining user information and modification; (v) loading and/or removing users, such as students, teachers, parents and administrators; (vi) building and managing Customer Content; (vii) selecting features and functionality; (viii) determining roles and responsibilities for users, teachers, administrators and parents; and (ix) providing a URL that can be mapped to Moodlerooms URL, if so desired.

3. **Provisions Applicable Only to Professional Services.** From time to time, Moodlerooms and Customer may enter into one or more Statements of Work (each, a “SOW”) for Professional Services. The following provisions apply to any form of the Professional Services purchased by Customer as specified on the Order Form or SOW:
- a. **Professional Services.** Moodlerooms shall use commercially reasonable efforts to perform the Professional Services as set forth in each SOW. Moodlerooms shall perform the Professional Services in a professional manner in accordance with industry standards.
 - b. **Issuance of SOW and Modifications.** Customer may, at any time during the term of this Schedule, request that Moodlerooms (a) provide it with new Professional Services or (b) modify the provision of Professional Services contained in any pre-existing SOW(s) (either (a) or (b) the “Proposed Professional Services”) by delivering to Moodlerooms a written request describing the Proposed Professional Services. Moodlerooms may prepare an additional SOW or modified SOW upon receipt of a request for Proposed Professional Services, describing the services requested, its proposed fees, costs and expenses payable by the Customer to Moodlerooms in connection with the performance of such services and any other terms and conditions as Moodlerooms reasonably deems necessary. Customer, within thirty (30) business days after receipt of the proposed SOW, shall notify Moodlerooms of its acceptance of such addendum in which case the parties shall enter into a binding SOW. Until Moodlerooms’ acceptance, Moodlerooms shall have no obligation to perform the Proposed Professional Services. Additional SOWs, regardless of whether they relate to the same subject matter as the initial SOW(s), shall become effective upon execution by authorized representatives of both parties.
 - c. **Execution of SOWs.** Each SOW (including agreed modifications to pre-existing SOWs) must be signed by a duly authorized representative of each party or must be approved by a duly authorized representative of each party in an electronic mail which clearly identifies the SOW in respect of which approval is being given before it becomes part of this Schedule and thereby becomes binding on the parties.
 - d. **Personnel.** Moodlerooms shall assign employees and subcontractors with qualifications suitable for the work described in a SOW. Moodlerooms may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors. While on Customer’s premises, Moodlerooms’ employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Customer to the extent that Moodlerooms has been given advance written notice of such practices and procedures. Moodlerooms’ employees and subcontractors will not be required to sign any waivers, releases or other documents relating to ownership of intellectual property or changes, modifications, amendments or waivers to any previously agreed to contract provision in order to gain access to Customer’s premises in connection with the Professional Services and any such waivers, releases, or other documents shall be invalid and shall have no effect.
 - e. **Training.** Moodlerooms will provide Training in accordance with Exhibit A, which is attached hereto and incorporated herein.
4. **Additional Customer Responsibilities.** To the extent reasonably requested by Moodlerooms, Customer shall provide accurate information to Moodlerooms and its personnel in connection with the SaaS Service and/or Professional Services provided by Moodlerooms under the Agreement. Customer shall be responsible for ensuring that any data, information, trademarks, logos, files, images, text or other content that may be provided by Customer to Moodlerooms or Customer End Users for use in conjunction with the SaaS Service or Professional Services is accurate, is not corrupt in any way, does not contain any viruses, and does not infringe the rights (including intellectual property rights) of any third party.
5. **Term; Termination.**
- a. **Term.** This Schedule will be effective during the term set forth in any current Order Form, which may be extended in accordance with such Order Form, and which incorporates the Master Terms and this Schedule by reference (the “Initial Term”). Thereafter, except as may be set forth in an applicable Order Form, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a “Renewal Term,” and collectively with the Initial Term, the “Term”), unless either party provides written notice of its desire not to renew at least thirty (30) days prior to the end of the then-current term.
 - b. **Termination.** This Schedule may be terminated as set forth in the Master Terms.
 - c. **Effect of Termination.** In the event of termination or expiration of the Agreement, this Schedule shall automatically terminate, and Customer will: (i) immediately discontinue access to and/or use of the Service; (ii) pay to Moodlerooms all amounts due and payable under the Agreement; and (iii) return all documentation and related training materials to Moodlerooms within a reasonable time at Customer’s cost. Any termination of the Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Section 5(c), the first sentence of Section 6(a), the first two sentences of Section 6(b), the last sentence of Section 8, and the last sentence of Section 9 will survive the expiration or termination of the Agreement for any reason.
6. **Fees and Expenses.**
- a. **Fees.** In consideration for Moodlerooms’ performance under the Agreement, Customer agrees to pay Moodlerooms all fees required by the Order Form, as applicable, which fees will be due in accordance with the provisions of the Order Form or the Master Terms, but in no event later than thirty (30) days after the date of an invoice from Moodlerooms. In connection with an extension of the Term pursuant to which Moodlerooms will continue providing the Service, Moodlerooms expressly reserves the right to change the fees payable under the Order Form for the new Term upon provision of 60 days’ prior notice to Customer. Calculation of the fees for any subsequent Term will be based on Moodlerooms’ calculation of the number of Active Users and/or the amount of storage used by Customer and will be set forth in the Order Form.
 - b. **Expenses.** In addition to the fees set forth in the Order Form, Customer will reimburse Moodlerooms for (i) reasonable travel and living expenses incurred by Moodlerooms’ employees and subcontractors for travel from Moodlerooms’ offices in connection with the performance of Professional Services (if applicable) (ii) international telephone charges (if applicable), and (iii) any other expenses contemplated in the Order Form or applicable SOW. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this Schedule, the Order Form and each applicable SOW, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Moodlerooms does not maintain or provide original receipts for any expense line items under \$500. Moodlerooms will keep reasonable books of account in support of charges under this Schedule. All such records will be open for review or audit by Customer at reasonable times and upon reasonable notice solely to support charges based on expenses, for time or materials or similar invoice items. An audit of such records may be made only at Customer’s expense, no more than once a year, by an independent accounting firm as may be reasonably acceptable to Moodlerooms.
7. **Privacy Policy and Acceptable Use Policy.** Customer and Customer End Users agree to comply with the then-current Privacy Policy and Terms of Use (collectively, the “Policies”), which are fully incorporated herein by reference, to the extent applicable, which Moodlerooms reserves the right to modify, from time to time, effective five (5) days after such modified Policies are posted at the relevant link (which can be found at the Moodlerooms website located at <http://www.moodlerooms.com/privacy-policy>, such posting to constitute effective notice of changes. In the event of an express conflict between the terms of this Schedule and the terms of the Policies, the terms of this Schedule will prevail.
8. **Representations, Warranties and Obligations.** Customer represents and warrants that: (i) it and Customer End Users will comply with all applicable laws, regulations and contracts in use of the Service; (ii) it will maintain the confidentiality of its password and account information, and agrees to notify Moodlerooms in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; and (iii) it and Customer End Users

will not use the Service in a manner for which the Service was not designed, or in combination with products or services not provided by Moodlerooms which could cause the Service to infringe on a third party intellectual property right. Customer agrees to defend, indemnify and hold harmless Moodlerooms against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from Customer's or Customer End Users' use of the Service.

9. **Miscellaneous.** Customer and Customer End Users are expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Moodlerooms website without the express written permission of Moodlerooms. Moodlerooms has no obligation to provide any service to Customer or any Customer End User except as is expressly set forth in the Agreement or another written agreement between Moodlerooms and Customer. By signing the applicable Order Form, Customer represents and warrants that it has read and understands all applicable parts of this Schedule, including the Policies, and that the person who has signed the Order Form for Customer is authorized to execute and deliver the Order Form (which incorporates this Schedule and the Policies by reference) on its behalf. Customer agrees that it is responsible for ensuring that Customer End Users comply with this Schedule with respect to the use by Customer End Users of the Service.

10. **Changes to Master Agreement.** For the purposes of this Schedule only, the parties agree that Master Agreement shall be modified as follows. In the event of any conflict between this Schedule and the Master Agreement, this Schedule shall govern:

a. **"Derivative Works"** shall be defined as follows: a work based upon one or more preexisting works, such as a translation customization of software. A work consisting of editorial revisions, code customizations, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work". The term Derivative Works shall not include and Moodlerooms shall not obtain any rights with respect to Customer Property or any Confidential Information of the Customer or any Customer-developed content or other Customer materials that are used in conjunction with the Moodlerooms Materials but that are not based upon or derived from the Moodlerooms Materials or any portion thereof.

b. **"Moodlerooms Property"** shall be defined as follows: all materials, including, but not limited to any computer software (in object code and source code form or as a hosted solution, and including, without limitation, all interfaces), script, programming code, data, database schema, web use statistics, information or HTML script, design elements, formulas, documentation, Moodlerooms templates, formatting, CGIs, Javascripts, PL/SQL coding, other applications, content, training materials, software or other technology made, conceived, developed or provided by Moodlerooms or its suppliers and any trade secrets, know-how, methodologies and processes related to Moodlerooms' products or services, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein and any Derivative Works thereof. Moodlerooms Property shall not include any Moodle® open source software code, or other Moodle proprietary property. For the purposes of this Schedule, there shall be no "Blackboard Property" shall be replaced by "Moodlerooms Property."

c. **"Third Party Plugin"** shall be defined as follows: means any plugin included by Moodlerooms in its Power or Joule codebase that was not built by Moodlerooms and is not part of the core Moodle offering. Sources for Third Party Plugins include a vendor, community maintainer or Moodlerooms current or former Customer.

d. The parties agree that nothing in this Agreement shall convey ownership of any Moodle® open source software code or other Moodle proprietary property.

e. **Effect of Termination.** Upon termination of this Agreement, all Schedules and Order Forms shall automatically and immediately terminate, and all licenses granted under this Agreement shall immediately cease. Upon termination, Customer will immediately discontinue all use of materials licensed under this Agreement, and will pay to Moodlerooms all amounts due and payable hereunder. Also, in the event of any termination prior to the end of the term of any Schedule or Order Form, Customer shall immediately pay Moodlerooms all fees which are then due or would become due had no termination occurred. Each Party: (a) will immediately cease any use of the other Party's Confidential Information, (b) will delete any of the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries (subject to any standard backups performed in the ordinary course for archival purposes; provided that Confidential Information retained pursuant to such procedures shall remain subject to the confidentiality provisions of this Agreement for as long as it is so retained); and (iii) will destroy after 14 days, or at the other Party's option return to the other Party, all copies of the other Party's Confidential Information then in its possession provided that with regards to Customer Content, Customer shall provide notice of its decision to have Moodlerooms return or destroy such data at least 14 days prior to the termination of the agreement. If Customer provides proper notice requesting the return of Customer content, Moodlerooms shall return Customer content within 14 days with all of the tables and files in the same format and schema as the same version of Moodle® open source software code that is being used for Moodlerooms SaaS Service on the day of termination. Return of Party's data may incur an additional fee, charged on a Time and Materials basis at Moodlerooms' current hourly rate. Without limiting the foregoing, upon termination of any Schedule or Order Form (including upon termination of this Agreement in its entirety), the provisions of such Schedule or Order Form regarding the effect of such Schedule's or Order Form's termination shall also apply.

f. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN ANY RELATED SCHEDULE(S) OR ORDER FORM(S): (A) THE OFFERINGS ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOODLEROOMS AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) NEITHER MOODLEROOMS NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE OR SAAS SERVICE, AS APPLICABLE, WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SOFTWARE OR SAAS SERVICE, AS APPLICABLE, WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE OR SOFTWARE-AS-A-SERVICE, AS APPLICABLE, WILL BE CORRECTED, OR THAT THE SOFTWARE OR SAAS SERVICE, AS APPLICABLE, IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE; AND (C) MOODLEROOMS AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE OFFERINGS.

g. References in the Master Agreement to "Blackboard" shall mean Moodlerooms for all purposes of this Schedule.

h. Moodlerooms shall have no liability to Customer under Section 8.1 or otherwise for any claim or action alleging infringement based upon: (a) any use of the Offering in a manner other than as specified by Moodlerooms, (b) any combination of the Offering with other products, equipment, devices, software, systems or data not manufactured or provided by Moodlerooms to the extent such claim is directed against such combination, (c) the Customer Content, or the use of the Customer Content, (d) any modifications or customization of the Offering by any person other than Moodlerooms or a Moodlerooms-authorized third party, or (e) any portion of the Offering not created by Moodlerooms, including, but not limited to, any third party plug-ins (any of the foregoing, separately and collectively, "Customer Matters").

Exhibit A
TRAINING TERMS AND CONDITIONS

(only applicable if Customer has purchased training Services)

Online Courses

All online courses not purchased through an Implementation package will be available to the participant for four (4) weeks (28 days) starting from the date of enrollment. Once a participant has requested enrollment to an online course and has been provided login information, that seat is considered consumed. If the course has not been completed by the time of expiration, re-purchase of the course is required.

Once enrolled, if a participant experiences unexpected circumstances (e.g. medical) that would prevent him/her from completing the course within the time period allotted, it is incumbent upon the participant to notify the Moodlerooms instructor within five (5) business days of the course expiration if they wish to be considered for extended enrollment. Extended enrollment will only be offered if a Moodlerooms facilitator receives said notice, and each enrollment will only be extended one time per course.

Webinar Courses

Webinars are offered at regularly scheduled times and are available via two modes of purchase – individual seats (which allows participants to choose the time that best fits their schedule) or dedicated webinar (a single session dedicated to a single group of up to 15 participants from the same institution). Dedicated webinars are also scheduled according to the published webinar calendar, but the webinar is dedicated entirely to a single organization with up to 15 participants present. If a prescheduled session is not convenient, dedicated webinars can be scheduled for a preferred date/time for an additional fee.

Webinar enrollment closes one (1) business day prior to the scheduled webinar in order to allow the facilitator adequate time to prepare for the event, create appropriate enrollments and ensure success.

Customer point of contact will be provided with a webinar enrollment password per webinar purchased. This password should only be distributed to participants approved to take that specific webinar. Moodlerooms does not assume responsibility for confirming self-enrolled participants with a manager on the Customer side. If it is determined by the webinar facilitator that the Customer is exceeding its licensed seat limits for the webinar course, the facilitator may remove the attendee(s) from the webinar.

Face-to-Face Workshops

Moodlerooms' face-to-face workshops require that each participant have a computer available. Each workshop is limited to up to 15 participants; and if more than 15 participants attend or are planned to attend without prior Moodlerooms written approval, Customer will be charged for an additional trainer at the then current onsite training rate. Moodlerooms makes reasonable efforts to secure the most cost-effective travel itineraries for workshop facilitators, given that these expenses are billed back to its customers. In order to keep costs down, Moodlerooms' facilitators typically make travel arrangements as soon as workshop dates have been finalized and confirmed in writing by the customer. As such, if Customer wishes to cancel or change the date(s) for an onsite workshop that was scheduled and confirmed, then Customer is responsible for all travel cancellation fees (e.g. airfare, hotel) incurred by Moodlerooms.

TRAIN Package

In the event that Customer has purchased the TRAIN package as set forth in an Order Form, then Attachment A, which is attached hereto and incorporated herein, shall apply.

Attachment A to Exhibit A – Additional Professional Services

TRAIN Materials License and Distribution Exhibit (only applicable if Customer has purchased TRAIN package)

Services and/or Services

Moodlerooms will provide to Customer the TRAIN™ s and/or services described in this Attachment A and included in an Order Form.

Fee Structure

Customer will pay Moodlerooms for the SaaS Service and/or Services in accordance with the fee and payment schedule set forth in the Order Form. Such fee is an annual fee based upon Customer's Active User Limit under the SaaS Services Schedule and the Order Form, between Customer and Moodlerooms, and is payable for each year of the SaaS Term for as long as the SaaS Term is in effect. If payments are not made within ten (10) business days from the date due, Moodlerooms may, at its option, suspend providing Products and/or Services to Client until such time as Client's account is current. During the aforementioned period of suspension, Client is precluded from using Moodlerooms Content. In addition, if payments are not made when due, Client will be responsible for all costs incurred by Moodlerooms in collecting such past due amounts including reasonable attorney's fees. Purchase orders or similar documents issued by Client relating to this Agreement are for Client's internal use only and shall not affect this Agreement.

Intellectual Property

All Moodlerooms publications, materials, events, slide decks, presentations, courses, webinars, documents, demos, reports, research and other products (collectively, the "Moodlerooms Publications") and all methodologies, know-how, processes, technologies, software (including related source code, object code and documentation), tools, devices, documentation, ideas, trade secrets, data, discoveries or inventions (whether or not patentable), products, user interfaces, database structure and other materials and information utilized by Moodlerooms in the performance of this Agreement, including any related modifications, improvements, enhancements or derivative works, which are owned or developed by or on behalf of Moodlerooms or its licensors prior to the Effective Date, or which Moodlerooms or its licensors developed or develop for a third party or itself at any time thereafter and whether or not delivered to Customer under this Agreement (collectively "Moodlerooms Content") is and shall remain the sole and exclusive property of Moodlerooms, and all right, title and interest therein or related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are hereby exclusively reserved by Moodlerooms.

Grant of Limited License

Moodlerooms hereby grants to the Customer a non-exclusive, non-transferable, non-sub-licensable license to use and make derivative works from any Moodlerooms Content embedded within the SaaS Service and/or Services, as delivered, solely for Customer's own internal training activities across only Customer's Active Users as defined in this Schedule. Customer may not: (i) use the SaaS Service and/or Services or Moodlerooms Content to create any research reports, document, media or other data compilation for use by any third party or to otherwise compete with Moodlerooms; or (ii) permit any third party (including resellers and consultants), to have access to the SaaS Service and/or Services or Moodlerooms Content without the prior written consent of Moodlerooms; or (iii) create derivative works therefrom. Upon termination of the TRAIN license, Customer will (a) return all Moodlerooms Property, including derivative works thereof, and (b) cease all use of any Moodlerooms Property, including all derivative works thereof and disable all access to such items.

Warranty

Moodlerooms warrants that any SaaS Service and/or Services provided shall substantially conform to the specifications set forth in their applicable Documentation. Except for this limited warranty, Customer understands that the SaaS Service and/or Services are provided "AS IS". THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.