

INNOVATION RESEARCH AND TRAINING, INC.

END-USER LICENSING AGREEMENT (“EULA”) V.1 12092019

INNOVATION RESEARCH AND TRAINING, INC. (“iRT”). BY CLICKING THE “YES” BUTTON BELOW AND USING iRT’S SERVICES (“Services”), YOU (“You”) ARE ENTERING INTO AN AGREEMENT WITH iRT. YOUR ACCEPTANCE OF THIS END USER LICENSE AGREEMENT (“Agreement”) ACKNOWLEDGES THAT YOU (i) REPRESENT THAT YOU ARE DULY AUTHORIZED TO ACCESS AND USE THE SERVICES; AND (ii) ACCEPT THESE AUTHORIZED USER TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT CLICK THE “YES” BUTTON AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SERVICES.

1. **Parental Consent and Contact Information.** You acknowledge that you have either (i) purchased a Service for your child directly on this website or (ii) been provided with access to the Services through your relationship with a third-party organization. If you have a child participating in the Services, You acknowledge that iRT has properly acquired your online contact information through this third-party organization (“Customer”). You acknowledge that iRT has received your online contact information, so that iRT may inform you about the Services or your child’s activities relating to the Services. In the event iRT becomes aware that we have collected personal information from any child under the age of sixteen (16), we will dispose of that information as quickly as possible. If you are a parent or guardian and you believe that your child under the age of sixteen (16) has provided us with personal information, please contact us immediately at: privacy@irtinc.us. **iRT does not knowingly collect, store, or solicit Personal Information of a child under the age of sixteen (16).** If you are a child under sixteen (16) years of age, you are not permitted to use our Services and should not send any information about yourself to us. In the event we become aware that we have collected Personal Information from any child under the age of sixteen (16), we will dispose of that information as quickly as possible. If you are a parent or guardian and you believe that your child under the age of sixteen (16) has provided us with Personal Information, please contact us immediately at: privacy@irtinc.us. Your contact information will not be used for any purpose other than obtaining your permission for your child to access the Services and informing you about your child’s online activities relating to the Services. **YOU ACKNOWLEDGE THAT BY ENTERING INTO THIS AGREEMENT, YOU ARE CONSENTING TO YOUR CHILD’S PARTICIPATION IN THE SERVICES. IF YOU DO NOT WISH FOR YOUR CHILD TO USE THE SERVICES, DO NOT CLICK YES.**
2. **License Grant.** In consideration for your adherence to the provisions of this Agreement, iRT grants you a personal, non-exclusive, non-transferable license to access and use iRT’s Services via the Internet.
3. **Term.** iRT may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination: all rights granted to you under this Agreement will also terminate; and you must cease all use of the Services. Termination will not limit any of iRT’s rights or remedies at law or in equity.
4. **Internet as Delivery Mechanism.** You are responsible for: obtaining Internet services required to access the Services; any and all fees imposed by Internet service providers for provision of Internet services; and any communications service provider charges associated therewith. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and You hereby expressly assumes such risks (to the extent the law allows You to do so). You acknowledge that You have requested access to the Services for Your convenience, and have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that You are satisfied therewith.
5. **Use Restrictions.** You shall not, directly or indirectly:
 - a. use the Services except as set forth in Section 2;
 - b. copy the Services, in whole or in part;

- c. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services or any part thereof; combine the Services or any part thereof with, or incorporate the Services or any part thereof in, any other programs;
 - d. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the software or any part thereof which provides the Services;
 - e. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Services including any copy thereof;
 - f. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Services or any features or functionality of the Services, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - g. use the Services in violation of any law, regulation, or rule; or
 - h. use the Services for purposes of competitive analysis of the Services, the development of a competing software product or service, or any other purpose that is to iRT's commercial disadvantage.
6. **Use of Your Information.** You acknowledge that information (i) provided to, (ii) collected by, or (iii) stored by iRT through your use of the Services is considered non-confidential and may be disclosed to others by iRT at its discretion for business purposes, including but not limited to performing research. Notwithstanding the foregoing, iRT shall treat any information as confidential and shall only disseminate such information for legitimate business purposes or if legally compelled. Legitimate business purposes include, but are not necessarily limited to, sharing (i) contact and substantive information collected during Your interaction(s) with the Services with the Customer who purchased Your license to access the Services for its own evaluation and monitoring purposes, and (ii) Your information with third-party content providers that may have contributed to the content of the Services subject to this Agreement for marketing, survey, feedback and support purposes. All information we collect is subject to our Privacy Policy which is located at: http://irtinc.us/Portals/1/documents/iRT_Internet_Privacy_Policy-2019-09-19.pdf
7. **Intellectual Property Rights.** You acknowledge that the Services are provided under license, and not sold, to you. You do not acquire any ownership interest in the Services Agreement, or any other rights to the Services than to use the Services in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. iRT reserves and shall retain its entire right, title, and interest in and to the Services and all intellectual property rights arising out of or relating to the Services. Additionally, you provide iRT with an, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display, and distribute any content which you submit, post, or display on or through, the Services.
8. **Limitation of Liability.** iRT, INCLUDING ANY THIRD-PARTY SERVICE PROVIDERS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM YOUR USE, OR INABILITY TO USE, THE SERVICES; FOR THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES; OR FOR ANY DAMAGES OR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES EVEN IF iRT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. iRT SHALL NOT BE LIABLE FOR ANY AND ALL MATTERS RELATING TO THIS AGREEMENT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF \$50 OR THE LICENSE FEES YOU PAID OR THAT WERE PAID ON YOUR BEHALF. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME OF THE LIMITATIONS, THUS, MAY NOT APPLY TO YOU.
9. **DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." iRT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM YOUR USE OF THE SERVICES.

iRT, TO INCLUDE ITS THIRD-PARTY SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

iRT, TO INCLUDE ITS THIRD-PARTY SERVICE PROVIDERS, DOES NOT WARRANT THAT ITS SERVICES WILL MEET YOUR REQUIREMENTS; THAT YOUR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; OR THAT THE INFORMATION OBTAINED THROUGH THE SERVICES IS RELIABLE OR ACCURATE. iRT MAKES NO WARRANTY REGARDING THE RESULTS OBTAINED FROM THE USE OF THE SERVICES.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES. SOME OF THE EXCLUSIONS CONTAINED IN THIS AGREEMENT, THUS, MAY NOT APPLY TO YOU.

10. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
11. **Export Regulation.** You shall not, directly or indirectly, export, re-export, or release the Services, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.
12. **Entire Agreement.** This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.
13. **Miscellaneous.**
 - a. iRT may modify this Agreement at any time without providing prior notice to you. Such modifications shall be effective immediately upon posting the amendments to the website through which you access the Services or through other means of notifying you. Your continued access or use of the Services shall be deemed to be your acceptance of any such amendments.
 - b. This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the courts having jurisdiction over the county in which iRT maintains its principle place of business.
 - c. The failure of iRT to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
 - d. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the remaining provisions shall remain in full force and effect and that the court should attempt to give effect to the parties' intentions as reflected in the stricken portion.