

Pyramid Learning Hub Terms of Service

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

Pyramid Learning Hub Terms of Service (“**Agreement**”) are an agreement between Pyramid Analytics BV (“**Pyramid**”) and the individual accessing and/or using the Pyramid Learning Hub (“**You**” or “**Your**”) and governs Your use of the Pyramid Learning Hub. If You are accessing the Pyramid Learning Hub using access credentials provided to You by Your employer and Your employer has entered into a License Agreement with Pyramid that allows for use of the Learning Hub, the terms of the Licensing Agreement supersede this Agreement in the event of a conflict.

By accessing or using the Learning Hub, You agree to be bound by the terms of this Agreement. If You do not agree, then You are not permitted access or use the Learning Hub. This Agreement is valid for the term of your subscription as set forth in the Order Form.

1. DESCRIPTION OF SERVICE.

The Pyramid Learning Hub is a collection of self-help resources that Pyramid makes available to You for the purpose of helping you to learn about Pyramid offerings.

2. USE RIGHTS.

Subject to Your compliance with the terms of this Agreement, Pyramid grants You a temporary, non exclusive, right and license during the subscription term set forth in Your Order Form to access and view the contents of the Learning Hub solely for your internal business purposes. Pyramid may also provide certain downloadable materials such as anonymized datasets for You to use in learning how to use Pyramid’s offerings (“**Downloadable Materials**”). Pyramid grants You a world-wide, fully paid-up, non-exclusive, non-transferrable, revocable right and license to copy, use and modify the Downloadable Materials solely for the purpose of learning to use the Pyramid offerings. With the exception of the Downloadable Materials, You are not permitted to, and agree not to attempt to, download or otherwise copy any content from the Learning Hub. Pyramid reserves all rights not expressly granted herein.

3. REGISTRATION INFORMATION.

You must provide certain information about yourself in order to use the Learning Hub (“Registration Information”). You agree to provide true, accurate, current and complete Registration Information and keep it updated at all times. Pyramid will not share this information with any third parties and will only use this information to confirm Your right to access and use the Learning Hub and to inform You of any new content that may be available in the Learning Hub. If You provide any information that is untrue, inaccurate, not current or incomplete, or Pyramid reasonably believes that such information is untrue, inaccurate, not current or incomplete, Pyramid may suspend or terminate Your access to the Learning Hub.

4. ACCOUNT SECURITY.

Pyramid will provide You with a unique user ID and password for accessing the Learning Hub. You are responsible for maintaining the confidentiality of Your user ID and password and are fully responsible for all activities that occur under Your password or account. You may not share your user ID and password with any other user. You agree to immediately notify Pyramid of any unauthorized use of your password or account or any other breach of security. You acknowledge and agree that Pyramid will not be liable for any loss or damage arising from Your failure to properly safeguard your account or password.

5. ACCEPTABLE USE POLICY.

You may not use the Learning Hub:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to distribute spam or malware; or
- in a way that could harm the Learning Hub or impair anyone else's use of it.

6. OWNERSHIP.

You acknowledge and agree that Pyramid and/or its licensors own all rights, title and interests in and to the Learning Hub and its contents, including all intellectual property rights. Except as expressly granted herein, this Agreement does not grant You any rights in or to the Learning Hub or its contents.

7. NO WARRANTY; DISCLAIMERS.

PYRAMID PROVIDES THE LEARNING HUB “AS-IS” AND MAKES NO WARRANTIES WITH RESPECT TO THE LEARNING HUB. PYRAMID DOES NOT WARRANT OR GUARANTEE THAT THE LEARNING HUB WILL MEET YOUR REQUIREMENTS, THAT THE LEARNING HUB WILL OPERATE ERROR-FREE, THAT YOUR USE OF THE LEARNING HUB WILL BE UNINTERRUPTED. TO THE EXTENT PERMITTED BY LAW, PYRAMID EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL OR EQUITABLE BASIS FOR THE CLAIM, NEITHER PYRAMID, NOR ANY OF ITS SUBSIDIARIES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE LEARNING HUB, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. PYRAMID’S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE LICENSE FEES PAID FOR THE TWELVE (12) MONTHS PRECEDING THE CLAIM FOR ACCESS TO THE LEARNING HUB. FOR FREE TRIALS, PYRAMID’S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES WILL BE LIMITED TO €5.00. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

9. TERM AND TERMINATION.

You will have the rights set forth herein for the period set forth in the Order Form(s) provided that You comply with the terms of this Agreement. This Agreement automatically terminates if You breach its terms and such breach is not cured within thirty (30) days of Pyramid’s written notice of breach or if such breach is not able to be cured. Sections 5,6,7, 8, 9 and 10 will survive any termination of this Agreement.

10. GENERAL.

The parties are independent contractors, and nothing in this Agreement is intended to or shall create any agency, partnership or joint venture relationship between them. You may not assign, transfer, or sublicense any obligation or benefit under this Agreement without

Pyramid's prior written consent and any attempt to do so shall be void. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Agreement and all past dealing or industry custom. No changes or modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of England and Wales (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorney's fees.