

**SaaS Subscription Agreement****Summary of Material Terms**

**Company/MindTickle:** MindTickle Inc.

**Company Address:** 349, Cobalt Way, Suite #304, Sunnyvale, CA 94085

**Subscriber/you:** Racine County Workforce Development Center

**Subscriber Address:** 1717 Taylor Ave, Racine, WI 53403

**Effective Date:** October 1, 2016

**SaaS Services:** MindTickle's hosted learning system software offered as a service, as more fully described in EXHIBIT A hereto.

**Term of Services:** Twelve (12) month term, beginning on the Effective Date ("**Initial Term**"). This Agreement will auto-renew for additional twelve (12) month terms ("**Renewal Terms**") unless a party provides the other of its intent in writing to not renew the Agreement for a Renewal Term at least sixty (60) days prior to the expiry of the then current term (Initial of Renewal) .

**# Users/Admins Authorized:** 40 basic users ("User(s)"), 05 "administrative" account ("Admin(s)"), each of these an "**Authorized User.**"

**Pricing/Fees/Payment:** As per the pricing model defined in EXHIBIT A.

**Professional Services:** Any additional professional services to be provided by MindTickle Inc. shall be provided at additional cost pursuant to one or more consulting agreement(s) entered into between MindTickle Inc. and Subscriber, which shall be separately entered into.

## Agreement

This SaaS Subscription Agreement including the Summary of Material Terms above (this "Agreement"), dated as of the Effective Date, governs the access and use by the Subscriber, of the MindTickle SaaS Services as subscribed to the Subscriber under this Agreement.

1. License; Users and Use. The SaaS Services may be accessed and used only by the Authorized Users, in exchange for payment of the fees corresponding to that number and type of Users, as set out in EXHIBIT A to this Agreement. During the Term of Service hereof, MindTickle shall provide to the Subscriber access to the SaaS Services and to the extent any license therefore is necessary, a limited, revocable, worldwide, non-transferable, non-assignable license for the Authorized Users to use the SaaS Services during the Term of Service hereof, subject to the provisions of this Agreement, is being provided to the Subscriber by MindTickle. MindTickle's platform for online learning and training (as described in Exhibit A) and SaaS Services may be used by you and the Authorized Users solely for the purpose of supporting and operating your internal business. MindTickle reserves the right, in its sole and reasonable discretion, to limit your and/or the Authorized Users' use of the SaaS Services, in the event MindTickle determines that SaaS Services are being used for any purpose other than the purpose authorized under this Agreement or in breach of this Agreement. All rights not expressly granted to you and your Authorized Users pursuant to this Agreement are reserved by MindTickle.
2. Subscriber Representations and Obligations.
  - a. Authority and Use. You represent and warrant that (i) you have full power and authority to enter into this Agreement, and to agree to all the terms and conditions contained herein; (ii) only you and the Authorized Users shall be permitted to access the SaaS Services and any related tools, applications, information and materials provided in connection with the SaaS Services; (iii) you shall obtain and maintain in effect all permits, licenses and authorizations necessary for the purchase and intended use of the SaaS Services, and (iv) with respect to information and material you load into the SaaS Services or you provide to MindTickle including personal information if applicable ("**Your Materials**"), you possess sufficient intellectual property and proprietary rights to load and use such information and material in the SaaS Services without violation of the rights of any third party and you hereby grant MindTickle the authorization to view, store, copy, and delete any information sent to, from, or stored on the platform owned by MindTickle or in the SaaS Services, solely for MindTickle's provision of the SaaS Services.
  - b. Viruses and Malicious Code. You will neither insert nor permit the insertion or introduction of any Malicious Code (defined below) into the SaaS Services or systems and software (collectively "System") used to deliver the SaaS Services. MindTickle may immediately suspend your access to the System and SaaS Services if MindTickle detects Malicious Code or reasonably suspects that Malicious Code was introduced or permitted to be introduced by or through you or your Authorized Users. For the purpose of this provision, "Malicious Code" means (i) any code, program, or sub-program the knowing or intended purpose or effect of which is to damage or maliciously interfere with the operation of software or any system such as the System or to halt, disable, or interfere with the operation of any software or system such as the System, or (ii) any device, method, or token that permits any person to circumvent without authorization the normal security of any software or system such as the System.
  - c. Cooperation. You will reasonably cooperate with any MindTickle investigation of SaaS Service outages, security problems, and any reasonably suspected breach of the Agreement by you or your Authorized Users.
  - d. Minimum Standards. You will provide and maintain all hardware, software and network connectivity ("Environment") needed to access the Internet and the SaaS Services that meets the minimum standards established by MindTickle which standards are provided on the MindTickle website and which may be revised by MindTickle from time to time and communicated to you and/or updated on the MindTickle website.
3. Upgrades; Modifications; Improvements and Enhancements. MindTickle shall have sole discretion as to whether to make updates, improvements, modifications or enhancements or add new features to the SaaS Services, and reserves the right to do so at any time. Any such updates, improvements, modifications, enhancements or new features are subject to this Agreement.
4. Prohibited Uses. All uses of the SaaS Service not expressly permitted hereunder are prohibited. Without limiting the generality of the foregoing, you agree, for yourself and all Authorized Users, as a condition of use of the SaaS Services, not to use the SaaS Services to provide services to a third party or for any purpose or in any manner that is unlawful or prohibited by this Agreement or that could damage, disable, overburden, or impair any MindTickle or subscriber server, or the network(s) connected to any MindTickle or subscriber server, or interfere with any other party's use and enjoyment of any of the SaaS Services. You and the

Authorized Users may not attempt to gain unauthorized access to any part of the SaaS Services, other accounts, computer systems or networks connected to any MindTickle or subscriber server or to any part of the SaaS Services, through hacking, password mining or any other means. You and your Authorized Users shall not access or use the SaaS Services if you are a competitor of MindTickle. You and your Authorized Users shall not access or use the SaaS Services to evaluate its functionality or performance for competitive purposes, including for developing any similar application, product or service, or any similar feature or functionality of the SaaS Services. Further, you and the Authorized Users may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the SaaS Services. You and the Authorized Users may not (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the SaaS Services, or any associated applications, tools or data thereof; (ii) disassemble, decompile, or reverse engineer the software used to provide the SaaS Services, or use a robot, spider, or any similar device to copy or catalog any materials or information made available through the SaaS Services; or (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the SaaS Services' control or security systems, or allow or assist a third party to do so.

5. Ownership: Subscriber and User Submissions. Except as set forth in Section 6 (Subscriber Work Product), below, as between you (and your Authorized Users) and MindTickle, the SaaS Services, any material or information provided to you or the Authorized Users pursuant to the SaaS Services, and any associated applications, tools or data, and all additions, modifications and improvements made or specified by MindTickle, its agents or contractors, are the property of MindTickle, whether or not protected by United States and international copyright, trademark and patent laws, and other laws or provisions for the protection of intellectual property, trade secrets, or proprietary information, as applicable. By using the SaaS Services, neither you nor the Authorized Users gain any right, title, interest or ownership rights in such items. MindTickle does not claim ownership in Your Materials or of the usage information you or the Authorized Users provide for the use and operation of the SaaS Services. MindTickle and its vendors and contractors may use such information solely to operate and administer the SaaS Services. In addition, MindTickle may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes.
6. Subscriber Work Product. All materials including background and training materials, data, processes, tools, methodologies, results, reports, presentations or any other information or material generated or developed by MindTickle specifically and uniquely for Subscriber pursuant to this Agreement that is based on any Confidential Information of Subscriber ("Work Product") shall be and remain the property of Subscriber. Work Product does not include any work product that is independently (without regard to any Confidential Information of Subscriber) developed by MindTickle or through the use of MindTickle's Confidential Information like fixing PowerPoints Presentation (PPT), lay over voice or creating images for visual presentations.
7. Confidential Information. The parties acknowledge that each party may be exposed to certain information that is not generally known to the public, which is considered confidential or proprietary information of the other party and is marked as such when being provided by one party to the other ("Confidential Information"). Confidential Information includes, without limitation, the SaaS Services, this Agreement, MindTickle's pricing, (whether marked as 'confidential' or not and all competitively sensitive or secret business, marketing, and technical information disclosed by one party to the other party. Each party agrees that, in the event a party is exposed to the other party's Confidential Information, the receiving party: (i) will protect the Confidential Information from unauthorized disclosure using commercially reasonable care, (ii) will not disclose the Confidential Information to any third party (provided that MindTickle may disclose your Confidential Information to any of its affiliates or to any vendor as necessary to provide the SaaS Services, which disclosure will be subject to confidentiality obligations with such party consistent with this Agreement), and (iii) will not use Confidential Information (other than as authorized by this Agreement) without the prior written consent of the other party. Within five (5) business days after a request by either MindTickle or you, or upon termination of this Agreement, all materials or media containing any Confidential Information will be either returned to the originating party or destroyed by the receiving party. The preceding destruction provision will not apply to back-up copies of your Confidential Information made by MindTickle in the ordinary course of its rendition of the SaaS Services, provided that MindTickle will remain bound by its confidentiality obligations hereunder for so long as it retains such back-up copies. Confidential Information does not include information which: (i) was already known to the receiving party prior to the time that it is disclosed to the receiving party as evidenced in writing and without a duty of confidentiality; (ii) is or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) has been rightfully received from a third party without breach of any duty of confidentiality; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required to be disclosed pursuant to the order of a court or governmental agency, and if the disclosing party has, if permitted by law, been given reasonable notice of the order and the opportunity to contest disclosure. Where Confidential Information is disclosed pursuant to a

governmental order, regulatory requirement, or otherwise as mandated by law, you shall use commercially reasonable efforts to ensure protection of such disclosed information to such body or agency from further unauthorized disclosure. Confidential Information, that are not trade secrets, shall be subject to confidentiality obligations under this Agreement for a period of three (3) years from date of expiry or termination hereof.

8. Links to/from Third Party Sites. The SaaS Service may provide links (or allow you or Authorized Users to provide links) that allow you or the Authorized Users to leave MindTickle's site and/or access third party websites or access the MindTickle site through third party websites. The linked sites are not under the control of MindTickle and MindTickle is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites or the performance or security of such other sites. MindTickle is not responsible for any content of or transmission to or from any linked site. MindTickle provides these links only as a convenience or feature of the SaaS Services, and the inclusion of any link does not imply endorsement by MindTickle of the site. Users access any such third-party websites or access the SaaS Service through any third party websites at their sole risk and discretion.
9. Security; Passwords; Internet. You are responsible for administering usernames and passwords for all Authorized Users (the "Log-In Information" and administering any Authorized User access granted to the SaaS Service through an Authorized User's account at a third party site, such as but not limited to Facebook or LinkedIn or similar integration with a third party website or product ("Single Source Log-In"). Each Authorized User must have a valid username and password for the purpose of accessing the SaaS Services. You and your Authorized Users must keep all Log-In Information and Single-Source Log-In information strictly confidential. Log-In Information and Single Source Log-In may be used only by the assigned Authorized User and may not be shared or transferred to another person without MindTickle's prior consent. You are responsible for the use of the SaaS Services by any of your employees or any person who gains access to your data or the SaaS Services, even if such use was not authorized by you or results from your failure to use reasonable security precautions or the breach of such precautions. You may not resell, license or otherwise provide access by any means to any part of the SaaS Services other than to the Authorized Users for whom a subscription is paid. You and your Authorized Users are responsible for maintaining the confidentiality of that User's username and password. You and your Authorized Users are responsible for any and all activities that occur under all your Authorized Users' accounts. You agree to notify MindTickle immediately of any unauthorized use of your Authorized Users' accounts or any other breach of security. MindTickle will not be liable for any loss that you or a User may incur as a result of someone else using your Authorized Users' passwords or accounts, either with or without the applicable Authorized Users' knowledge. MindTickle is not responsible to you for unauthorized access to your data or the unauthorized use of the SaaS Services unless such unauthorized use or access results from failure by MindTickle to meet its security obligations as provided herein. MindTickle does not guarantee the security of any information transmitted to or from you or any User over the Internet, including through the use of e-mail. Access to the Internet, if employed, is your and each User's sole responsibility and the responsibility of Internet provider(s) you select. MindTickle does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications facilities or equipment.
10. Termination; Effect.
  - a. Suspension or Accelerated Termination by MindTickle. MindTickle may immediately suspend the SaaS Services or terminate this Agreement under sub clause (i) or (ii), if: (i) MindTickle becomes aware of what it, in its sole discretion, deems a credible claim that the SaaS Services infringe upon the intellectual property rights of a third party or (ii) if required to do so by law or (iii) if there is an event for which MindTickle reasonably believes suspension of SaaS Services is necessary to protect the MindTickle network or MindTickle's other customers. Except as stated herein, MindTickle shall not be liable to you or any Authorized User for suspension or termination of the SaaS Service hereunder, regardless of the grounds. In each case, MindTickle will give you advance notice of pending suspension or termination of at least twelve (12) hours, unless MindTickle determines, in its reasonable discretion, that no notice or shorter notice is necessary to protect MindTickle, its customers, or others.
  - b. Breach. MindTickle may, at its option, terminate this Agreement for cause if: (i) MindTickle reasonably believes that the SaaS Services are being used in violation of law or this Agreement; (ii) your use of the SaaS Services interferes with the normal operations of the System or other customer's use of the SaaS Services; (iii) there is an attack on the System or any portion thereof or your account is accessed or manipulated by a third party without your consent or in violation hereof; (iv) your payment of any amount due hereunder is overdue; (v) you breach any obligation relating to MindTickle's or any third party's intellectual property rights; or (vi) you materially fail to comply with any other provision of the Agreement, provided that in each of the above cases, the termination shall only be effective if you do not remedy that failure or breach within thirty (30) days after receipt of notice thereof from MindTickle (e-mail notice to your account representative shall suffice). You may, at your option, terminate this

Agreement for breach by MindTickle of its material obligations hereunder, provided MindTickle fails to cure the breach within thirty (30) days of receipt of notice of breach from you.

- c. Effect of Termination. Upon expiration or prior termination of this Agreement, all rights granted by MindTickle herein shall revert to MindTickle. All access to and use of the SaaS Services by Authorized Users must then cease and MindTickle shall make available to you any of your data or Your Materials in its possession within thirty (30) days following such termination. Subscriber acknowledges that there shall be no refund of any fees under this Agreement save in the case of termination of the Agreement by the Subscriber owing to a material breach by MindTickle, in which case, a refund will be made for any advance fees paid, on a pro rata basis for the remainder of the term for the un-used portion of the SaaS Services. Sections 2, 5, 7, 10, 11, 12, 13 and 14 shall survive any termination.
11. Limited Warranty, Disclaimer. MindTickle warrants that it will provide the SaaS Services in conformity with the specifications for such SaaS Services as provided to Subscriber by MindTickle and the SaaS Services will reasonably perform as intended. In the event of any non-performance of the SaaS Services or inability to access the same, Subscriber must: (i) notify MindTickle promptly in writing of any nonconformance under this warranty; (ii) provide MindTickle with reasonable opportunity to remedy any nonconformance; and (iii) provide reasonable assistance in identifying and remedying any nonconformance. This shall be the sole and exclusive remedy available to you in the event of such non-performance, nonconformance or unavailability of the SaaS Services.  
Except for the limited warranty expressly provided in the previous sentence, THE SaaS SERVICES AND ANY TOOLS, APPLICATIONS, INFORMATION OR MATERIALS PROVIDED TO YOU IN CONNECTION WITH THE SaaS SERVICES ARE PROVIDED "AS IS," AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS OR OUTPUT, SECURITY AND, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 13 HEREOF, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.
12. Limitation of Liability. OTHER THAN FOR A BREACH BY EITHER PARTY OF ITS INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 13, OR FOR A BREACH BY EITHER PARTY OF SECTION 7 (CONFIDENTIAL INFORMATION), OR FOR A BREACH BY SUBSCRIBER OF MINDTICKLE'S INTELLECTUAL PROPERTY PROVIDED UNDER THIS AGREEMENT OR, FOR PURPOSES OF CLARITY, A BREACH BY THE SUBSCRIBER OF ITS PAYMENT OBLIGATIONS, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR CORRUPTED DATA, DOWNTIME, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION NEGLIGENCE AND (B) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY, FOR ALL CLAIMS ARISING OUT OF OR UNDER THE AGREEMENT, EXCEED THE AMOUNT THAT THE SUBSCRIBER HAS PAID OR WILL PAY TO MINDTICKLE FOR THE SaaS SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT CLAIM.
13. Indemnification.
- a. Indemnification by MindTickle. MindTickle will defend, indemnify, and hold harmless you, your corporate affiliates, or any of its or their respective directors, officers, owners, employees, agents, successors, and permitted assigns from and against any and all third-party claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to an allegation that the SaaS Services violate the intellectual-property rights of such third party. If the SaaS Services infringe upon any third party intellectual property rights, MindTickle will at its option and expense: (i) modify the SaaS Services to the extent that it is not infringing any further; (ii) substitute the SaaS Services with other services with substantially equivalent functionality; or (iii) obtain from such third party the right for you to use the infringing SaaS Services. If such remedies are not reasonably available, MindTickle shall terminate this Agreement in accordance with Section 10(a) and shall, as Subscriber's sole and exclusive remedy for such license and Agreement termination, refund amounts paid by you in advance, on a pro rata basis, for the remainder of the term for the un-used portion of the SaaS Services. Notwithstanding the above, MindTickle shall have no liability for any claim of infringement to the extent caused by (i) the SaaS Service having been modified by parties other than MindTickle or was not authorized by MindTickle in writing; (ii) Subscriber's use of the SaaS Service in conjunction with data where use with such data gave rise to the infringement claim; or (iii) Subscriber's use of the SaaS Service with non- MindTickle data, material, software or hardware, where use with such other data, material, software or hardware gave rise to the infringement claim.
- b. Indemnification by You. You will defend, indemnify, and hold harmless MindTickle, its corporate affiliates, or any of its or their respective directors, officers, owners, employees, agents, successors,

and permitted assigns from and against any and all third-party claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to (a) breach of your confidentiality obligations under Section 7; (b) your violation of law applicable to you and your business; (c) breach by you of MindTickle's intellectual property in the SaaS Services.

- c. Notice; Cooperation. The indemnitee will promptly notify indemnitor upon becoming aware of any pending or threatened action that is covered by this Section and will fully cooperate with the indemnitor, at the indemnitor's cost, in the defense of such action. The indemnitor shall have the sole right to control the defense and settle the indemnification claim on behalf of the indemnitee, provided that such indemnitee does not impose any obligations, commercial or otherwise, on the indemnitee.

14. Miscellaneous.

- a. Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war, strikes, lockouts, hacking, acts of God, governmental statutes, proclamations or regulations, riot, civil commotion, war, malicious mischief, force majeure, or any similar event beyond a party's reasonable control shall not be a breach hereof and neither party shall be liable for any loss or damage resulting therefrom; provided that, should MindTickle's performance be affected for a period of thirty (30) or more consecutive days, you may terminate this Agreement immediately upon notice to MindTickle and MindTickle shall refund to you any fees paid under any related consulting agreements and any amounts paid by you for SaaS Services not rendered prior to or following the effective date of termination.
- b. You acknowledge and agree that the SaaS Services and the tools, applications, information and materials provided in connection with the SaaS Services possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use or breach of your obligations hereunder, and that unauthorized use may cause immediate and irreparable damage to MindTickle or other subscribers for which MindTickle or such other subscribers would not have an adequate remedy at law. Therefore, you agree that, in the event of such unauthorized use or breach, in addition to such other legal and equitable rights and remedies as may be available to MindTickle, MindTickle shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.
- c. The laws of the State of Wisconsin, USA govern the interpretation of this Agreement, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this Agreement.
- d. The SaaS Services, its related technology and services, and Subscriber's use of the SaaS Services and its related technology and services are subject to U.S. export control and sanctions laws and regulations, including, but not limited to, the Export Administration Regulations, 15 C.F.R. Parts 730-774 (the "EAR"), and sanctions imposed or administered by the Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and the Department of State and may be subject to export or import regulations in other countries. Subscriber warrants and certifies that: (i) Subscriber is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of the governments of Iran, North Korea, Sudan or Syria, or any country to which the United States embargoes goods; (ii) Subscriber is eligible under U.S. law to receive exports of the SaaS Services, in that it is not included on any list of sanctioned or ineligible parties maintained by the U.S. government, including, but not limited to, OFAC's lists of Specially Designated Nationals and Blocked Persons ("SDN List"), U.S. Department of Commerce's Table of Denial Orders, the Entity List, or the Unverified List; (iii) Subscriber will not sell, export, re-export, transfer, use, or enable the use of the SaaS Services, its related technology and services, or any other items that may be provided by MindTickle, directly or indirectly: (a) to or for end-use in or by the countries listed in (i) above or any citizens, nationals or permanent residents of such countries; (b) to or for end-use by any person or entity determined by any U.S. government agency to be ineligible to receive exports, including but not limited to persons and entities designated on the lists described in (ii) above; and (c) to or for end-uses prohibited by U.S. export or sanctions laws and regulations, including, but not limited to, activities involving the proliferation of chemical, biological or nuclear weapons, weapons of mass destruction or the missiles capable of delivering such weapons and their related technology.
- e. Neither party may assign this Agreement without the express written consent of the other party, except that either party may assign this Agreement to any of its corporate subsidiaries or affiliates or pursuant to a merger, consolidation, reorganization, change-in-control or sale of all or substantially all of the assets or business to which this Agreement relates. Any attempted or purported assignment in violation of this provision is null and void.

- f. If any provision herein is unenforceable, such provision shall be reformed to the minimum extent necessary in order for the Agreement to remain in effect in accordance with its terms as modified by such reformation. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.
- g. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof. This Agreement may be amended only in a writing signed by both parties.
- h. This Agreement, together with the EXHIBITS hereto, together with any documents referenced herein constitute the entire agreement between the parties regarding the subject matter hereof shall supersede in its entirety any purchase order or other documentation issued by Subscriber. In no event will any additional terms and conditions on a purchase order or other documentation be effective unless expressly accepted by each party in writing. No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.
- i. The parties' relationship is that of independent contractors. Neither party is an agent for the other, nor does either party have the right to bind the other to any agreement with a third party.
- j. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. A signature delivered by facsimile, scan, photograph or other electronic transmission shall be as binding as delivery of an original signature hereto, provided, that the delivering party shall, if requested by any party for any reason, promptly deliver the original signature so transmitted or a separate, original signature, the delivery of which shall not in any way limit the effectiveness of the signature previously electronically delivered.
- k. MindTickle shall have the right to use third parties, including, but not limited to, employees of MindTickle's affiliates and subsidiaries ("Subcontractors") in performance of its obligations and services hereunder and, for purposes of this Section, all references to MindTickle or its employees shall be deemed to include such Subcontractors.
- l. You agree that MindTickle may reference its business relationship with you in its marketing or sales materials.


Intending to be bound hereby, the parties hereto have executed this Agreement effective as of the Effective Date first set forth above.

"SUBSCRIBER"

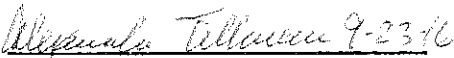
By: \_\_\_\_\_

Title:

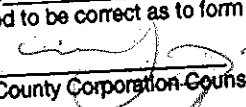
"MINDTICKLE"  
MINDTICKLE INC.


By:   
Title: VP OF SALES

REVIEWED BY FINANCE DIRECTOR

  
Sign \_\_\_\_\_ Date 9-23-16

Date 9/24/16  
Certified to be correct as to form

By:   
Racine County Corporation Counsel

  
JONATHAN DELAGRAVE  
RACINE COUNTY EXECUTIVE

  
Wendy M. Christensen  
Racine County Clerk 9/28/16

- (g) MindTickle shall pre-provision and activate the login accounts for the number of Authorized Users for whom the payment has been agreed to in Summary of Material Terms. The Subscriber shall be provided access for managing (adding/removing) Users through the Admin interface.
- (h) MindTickle shall make the following real-time online reports available:
  - Participation, progress, completion rate and scores of each Authorized User
  - Content engagement for each Authorized User
  - Scores and performance of each Authorized User
  - Aggregate results of the Authorized Users' survey feedback, if required (at your option)

A.1.2 Ongoing technical support ("Support Services"):

As described in Exhibit B

A.2 Start Date for Services:

October 1, 2016 or on an otherwise mutually agreed-upon date.

A.3 End Date for Services:

September 30, 2017 subject to renewal as described in the Agreement.

A.4 Services Fees:

#	Item	Description	Price
a	User Subscription	40 basic users	\$2400/ year (@\$5/user/month)
b	Admin Accounts	5 admin users	Included at no additional cost
c	Technical Support	24x7 e-mail, phone in that order	Included at no additional cost
Total			\$2400/year

A.5 User Management:

Subscriber can actively manage the number of Authorized Users by adding or deleting Users in the MindTickle database.

A.6 Payment Terms:

Net thirty (30) days of Subscriber's receipt of any bill or invoice from MindTickle. Any late payment shall be subject to any costs of collection (including reasonable legal fees) and shall bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. Complaints concerning invoices must be made in writing within ten (10) days from the date of the invoice.

A.7 Taxes:



## **EXHIBIT A**

### **Description of SaaS Services**

MindTickle will provide its online platform for ongoing learning to you, which is a hosted software service under a Software-as-a-Service (SaaS<sup>2</sup>) model. In addition, MindTickle will also provide deployment and system integration support ("Deployment Services") and ongoing technical support ("Support Services"). The details of both these Services are provided below

#### **A.1 Services**

##### **A.1.1 Readiness platform subscription ("Basic Services"):**

- (a) MindTickle shall provide a hosted readiness platform solution on a Tier 2 data center<sup>3</sup>.
- (b) MindTickle shall provide a unique web URL<sup>4</sup> to the deployed solution to Subscriber; URL shall be customized and unique as per a mutually agreed format.
- (c) The hosted software shall be accessible from any computer connected to the Internet by directing a supported web browser to the above web URL, unless disallowed by a specific setting or firewall.
- (d) The hosted software will provide a secure and reliable service to the Authorized Users as described in EXHIBIT B.
- (e) Subscriber will be provided with Admin logins (for sales managers and sales enablement staffs) along with the Basic Services. The Admin login can be used for managing (adding, deleting and inviting) Users, monitoring the performance (participation, completion, scores) of Users, feedback (by administering surveys), sending email reminders, and for editing the training.
- (f) Subscriber will be able to create learner groups, and assign modules based on group membership.

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<sup>2</sup> SaaS refers to the making available of software-based services (collecting, processing, manipulating, transmitting and storing data) to customers by means of a software application or applications hosted remotely by or on behalf of MindTickle.

<sup>3</sup> Basic site Infrastructure with expected availability of 99.741% for Data Center.

<sup>4</sup> A uniform resource locator, abbreviated URL (also known as web address, particularly when used with HTTP), is a specific character string that constitutes a reference to a resource.

The fees and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Subscriber shall reimburse MindTickle and hold MindTickle harmless for all sales, use, VAT, excise, property or other taxes or levies which MindTickle is required to collect or remit to applicable tax authorities. This provision does not apply to MindTickler's income or franchise taxes, or any taxes for which Subscriber is exempt, provided Subscriber has furnished MindTickle with a valid tax exemption certificate.

#### **EXHIBIT B** **Support Services**

The following support services are included as part of your subscription for the SaaS.

Technical Support: MindTickle supports both, Users & Admins through the following channels:

- **Online Help:** MindTickle offers the Admin(s) a comprehensive online help and support library that enables Admin(s) to find answers quickly and explore features and functions at their own pace, whenever they want.
- **Email:** Admin(s) and User(s) can seek answers to queries by writing to MindTickle support at [support@mindtickle.com](mailto:support@mindtickle.com) or by clicking "Get Support" within the MindTickle application. "Get Support" captures the required technical information and submits a screen shot of the error, providing MindTickle support desk with the details needed to address a support request.